



**BID RESPONSE FOR REQUEST FOR PROPOSAL FOR PAYMENT PRODUCTS AND SOLUTIONS**

**EDUCATION SERVICE CENTER, REGION 10**

Submission Date: Thursday, November 5, 2020

Vanco  
400 Northridge Road | Suite 1200  
Atlanta, GA 30350

October 30, 2020

Education Service Center, Region 10  
Ms. Sue Hayes, Chief Financial Officer  
400 East Spring Valley Rd  
Richardson, TX 75081

Dear Ms. Hayes, Region 10 ESC Team and Equalis Group,

Region 10 ESC and Equalis Group are a trusted government agency and service cooperative that serve the same core markets as Vanco. Member institutions are pillars of our communities, and their work engages and enriches a diverse population and set of needs. Vanco serves those who enrich our communities through our rich history of serving clients, first in class products and an unmatched breadth of products.

Region 10 ESC is seeking a proposal for payment products and solutions that are aimed at serving educational institutions and government organizations. Vanco is proposing an online payment solution that exactly fits the requirements and objectives of Region 10 ESC and Equalis Group. The following represents a simple, affordable, easy-to-use solution that will provide the tools to administrative users and provide efficiency for end users (payers) so that they may seamlessly engage.

Vanco offers Region 10 ESC and Equalis Group's members these unique capabilities:

- **Depth and breadth of solutions:** Much more than payment capabilities without extra expense. We offer industry specific software included in our payments solution and cover multiple markets (Education, Non-Profit, Municipalities, Government).
- **Bring your own ecosystem:** Our technology is made to be integrated with the tools that your member schools already use (any leading SIS, LMS systems and other third-party solutions). We recognize that schools have an existing infrastructure which drives their day-to-day needs. They should be able to bring what they already own to the equation, ensuring all districts can leverage our tools to maximize what they already own.
- **Exceptional value in pricing and value-added options:** We offer extremely affordable and, in some cases, no-cost administrative software. This provides Region 10 ESC and Equalis Group's members with a single relationship and a native integration with Vanco's payment technologies. Our ability to provide a single vendor relationship to member institutions, means Equalis Group members receive the advantage of simplicity, efficiency and peace of mind knowing that all payments are processed through Certified PCI-Level 1 compliant payment systems - the highest certification in the industry.

We look forward to helping Region 10 ESC and Equalis Group's members continue to do their best work as they enrich their communities.

  
Shawn Boom, CEO  
Vanco Payments

# REQUEST FOR PROPOSAL FOR PAYMENT PRODUCTS AND SOLUTIONS

## EDUCATION SERVICE CENTER, REGION 10

400 E Spring  
Valley Rd  
Richardson,  
TX 75081  
Telephone: (972) 348-1110



Publication date Product or service RFP #  
Proposal due date Proposal submittal location

Principle contract officer Public opening location

10/02/2020

Payment Products and Solutions R10-1107  
11/05/2020  
<https://region10.bonfirehub.com/portal/?tab=login>

Ms. Sue Hayes  
Chief Financial Officer

Region 10 ESC  
400 East Spring Valley Rd Richardson, TX 75081

Education Service Center, Region 10 (“Region 10 ESC”) is seeking proposals for the procurement of Payment Products and Solutions. Responses will be accepted until 2 pm on November 5, 2020. All times are Central Standard Time.

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email Clint Pechacek at [clint.pechacek@region10.org](mailto:clint.pechacek@region10.org) by 4:00 pm on November 4, 2020 to receive an invitation. Requests for an invitation after that time will not be accepted. The bid opening will begin at 2 pm Central Time on November 5, 2020 after all submissions have been received.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. Region 10 reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.

## **MASTER AGREEMENT**

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Master Agreement for Payment Products and Solutions for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the “Master Agreement”) from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”), for the public benefit through the Equalis Group’s cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Master Agreement.

Access to the Master Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group’s cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor (“Supplier”) that promotes the successful vendors’ products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).

**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

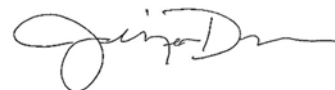
We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

*We consider our pricing (Attachment B) and the discounting models presented within this proposal proprietary and confidential. This information can be shared with interested Equalis Group members, but we request our pricing and discount models not be subject to FOIA requests should they arise. We do not publish our pricing and often tailor pricing by client. Additionally, we would like to mark the response to item 37 on page 58 proprietary and confidential also as we confidentially share our planned marketing budget over the next three years. Thank you.*

11/4/2020

Date



Authorized Signature & Title  
Jennifer Dorris, Chief Financial Officer

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## A. INTRODUCTION

### I. Background on Region 10 Education Service Center

Region 10 Education Service Center (“Region 10 ESC” herein “Lead Agency”) on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agencies”) solicits proposals from qualified Respondents to enter into a Vendor Contract (“contract”) for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

### II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

### III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10’s intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

### IV. Customer Service

1. Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
2. Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
3. Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

## B. SCOPE

### **Products and Services Covered:**

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Payment Products and Solutions. Respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to solutions that perform the following tasks:

- A. School Payments, including:  
Foodservice, events, transportation, athletics, class fees, childcare and any other payment related to school activities.
  
- B. State and Local Government Payments, including:  
Utilities, citations, taxes, court fees, registration fees, and any other payment related to state and local government payment solutions.

### Types of payment methods include:

Web and online payments, mobile devices, point of sale, terminals, ACH, and any other payment method necessary and meeting industry security requirements.

### Region 10 requests responses that meet or exceed industry standards including:

- Must maintain confidentiality and meet all industry accepted security protocols.
- Proposals must include any associated fees such as installation, enrollment, licenses, maintenance fees, etc., and be clearly identified in pricing.
- Ensure compliance with state and federal guidelines.
- Where applicable, must have the ability to collect W-9 information, collect time reports for payment processing, submit 1099 to IRS for payments made, provide detailed/summary reports of amounts paid.
- Where applicable, must have the ability to maintain individual student account information for free/reduced status, identification information, cash balance. Must also be able to access accounts, edit profile and payment options, access monthly billing details and payment history.
- Flexible and multiple payment options including auto pay and mobile app.
- Ability to work with agency and its existing financial system.
- Solution includes robust reporting capability to track and manage payments.
- Solution offers multiple language options.

## C. KEY DEFINITIONS

**Days:** means calendar days.

**Lead agency:** means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

**Procurement:** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Responsive Respondent:** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

**Solicitation:** means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

**Specifications:** means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**Vendor:** means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

## D. GENERAL TERMS AND INSTRUCTIONS TO

### RESPONDENTS

#### SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses may be rejected for failure to comply with the requirements set forth in this invitation. Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix F, Doc #17).

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested. Responses should be consolidated into one PDF file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.
- III. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.
- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted [in](#) the Bonfire procurement application. All questions and answers will be posted to [the Bonfire procurement application](#). Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.
- V. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or consultant and any member of Region 10 ESC's Board of Directors;

Communications between any director and any member of a selection or evaluation committee; and Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

1. Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
2. Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.

Communication with any employee of Equalis Group

- VI. **Addenda**: if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

**Calendar of events (subject to change):**

<b><u>Event</u></b>	<b><u>Date:</u></b>
Issue RFP	10/02/2020
Deadline for questions	10/22/2020
Issue Addendum/a (if required)	10/23/2020
Proposal Due Date	11/05/2020
Approval from Region 10 ESC	12/18/2020
Contract Effective Date	01/01/2021

**CONDITIONS OF SUBMITTING PROPOSALS**

- VII. **Amendment of Proposal**: A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

- VIII. **Withdrawal of proposals**: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

- IX. **Clarifications**: Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide

any information about other Respondents' proposals or prices.

X. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XI. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XII. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XIII. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Submissions may be rejected for failing to submit samples as requested.

XIV. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

XV. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

XVI. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any

obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

- XVII. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XVIII. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The total annual volume for this contract category is estimated to be over \$25 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XIX. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XX. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

#### **AWARD PROCESS**

- XXI. **Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.
- XXII. **Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

#### **Products/Pricing & Services Provided (40 Points)**

1. All products and services available
2. Pricing for all available products and services
3. Ability of Customers to verify that they received contract pricing
4. Ability to integrate with other systems and solutions
5. Security protocols ensuring safe transmission of information
6. Payment methods for participating agencies utilizing respondents' services
7. Other factors relevant to this section as submitted by the Respondent



**Performance Capability (30 Points)**

1. Ability to provide products and services nationally
2. Security protocols
3. Integration capabilities
4. History of meeting the products and services timelines
5. Ability to meet service needs of members
6. Average downtime for proposed solution(s)
7. Customer service/problem resolution
8. Invoicing process
9. Contract implementation/Customer transition
10. Financial condition of vendor
11. Website, software and payment platforms ease of use, availability, and capabilities
12. Instructional materials
13. Other factors relevant to this section as submitted by the Respondent

**Qualification and Experience (20 Points)**

1. Respondent reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
10. Certifications in the Industry
11. Company profile and capabilities
12. Other factors relevant to this section as submitted by the Respondent

**Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent

XXIII. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXIV. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

XXV. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our

members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVI. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

#### **PROTEST OF NON-AWARD**

XXVII. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

#### **NON-COLLUSION, EMPLOYMENT AND SERVICES**

XXVIII. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:**

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

#### **LIMITATION OF LIABILITY**

XXIX. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXX. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE

RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.

## Appendix A:

### QUESTIONNAIRE

#### **COMPANY PROFILE**

1. What is your company's official registered name?

Vanco Payment Solutions, Inc.  
Vanco Payments, LLC (d/b/a PMX)  
RevTrak, Inc. (d/b/a Vanco Events)  
Administrative Software Applications, Inc.  
Food Service Solutions, Inc.

2. What is your company's Dun & Bradstreet (D&B) number?

DUNS #: 01-428-9457

3. What is/are your corporate office location(s)?

Greater Minneapolis Area, MN Office  
Address: 5600 American Blvd West, 4<sup>th</sup> floor, Bloomington, MN 55437  
Phone: 800-675-7430  
Number of direct employees at this office: 153

Our sales and services teams reside in Minneapolis. (Central Time Zone)

**Atlanta, GA Office (Headquarters)**

400 Northridge Rd #1200  
Atlanta, GA 30350  
(800) 675-7430  
Number of direct employees at this office: 28

Dallas, TX Office

Address: 1485 Montfort Drive, Suite 160 LB32, Dallas, TX 75254  
Phone: 800-675-7430  
Number of direct employees at this office: 7

Newry, PA Office

Address: 16269 Dunnings Highway, Newry, PA 16665  
Phone: 800-675-7430  
Number of direct employees at this office: 11

Melbourne, Australia Office

Address: Level 1 600 Chapel Street, South Yarra Melbourne 3141  
Phone: +61 03 9012 3460  
Number of direct employees at this office: 15

Cancun, Mexico Office

Address: Av. Nichupté, SM 19, M2, Benito Juárez, 77505 Cancún, Q.R

Phone: 800-675-7430

Number of direct employees at this office: 41

4. Please provide a brief history of your company, including the year it was established.

Vanco is a community focused organization. Our mission is to serve those who enrich our communities. We know that social impact is heavily driven through engagement between families and individuals within their community. Communities aren't always bound by pure geography, rather they also represent communities of actions, beliefs, circumstances and interest. As people engage more with each other, social outcomes strengthen, and social impact can be magnified. As our world changes, our communities and interactions become more focused, personalized, and meaningful. It's in these interactions and meaningful moments that we can strengthen the fabric of society. For instance, parents who richly engage with schools, teachers, coaches, counselors and other staff have kids with stronger learning outcomes.

Vanco helps by providing solutions that enable an ease of engagement between individuals and organizations.

Vanco has been in business for more than thirty years, providing electronic payment and donation processing solutions, as well as software that enables educational and local organizations to operate more efficiently.

More than 40,000 churches, faith-based groups, nonprofits, schools and educational organizations trust Vanco to simplify administrative processes, organize events and securely complete transactions every day.

5. Who is your competition in the marketplace?

There is no single competitor that spans the full breadth of our payment capabilities within the school and state/local government markets.

Our competition consists of other payment platform companies serving schools and other entities, such as MySchoolBucks, Payschools, MyPaymentsPlus, in addition to more specialized software meeting the need for a single payment type such as food service payment systems, e.g. Meals Plus, Horizon or Heartland, or child care management software that includes payment capabilities such as Eleyo or EZCare.

6. What are your overall annual sales for last three (3) years?

Vanco's revenues are in excess of \$100m. As a privately held company, further disclosure of our financials is confidential. Should this be a determining factor of satisfying final vendor diligence prior to contract execution, we are willing to disclose more details at that time.

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

Vanco's revenues are in excess of \$100m. As a privately held company, further disclosure of our financials is confidential. Should this be a determining factor of satisfying final vendor diligence prior to contract execution, we are willing to disclose more details at that time.

8. What differentiates your company from competitors in the public sector?

For 30 years, Vanco has been helping schools and other community organizations thrive. We provide technology that helps you stay connected to your community – your students, families, customers, and friends. 45,000+ customers rely on Vanco to securely accept payments and donations. We are proud to serve those who enrich our communities.

Vanco offers the most complete solution in the market. Our unique payment capabilities for schools and governmental use cases cannot be matched. While we have competition in the markets we serve and for various individual payment types, Vanco is the most qualified supplier to provide comprehensive payment solutions to support all school and state/local government payments. Across our payment platform we support over \$15 Billion in payments annually.

9. Please provide your company's environmental policy and/or sustainability initiative.

Vanco recycles or downcycles 90% or more of all divertible landfill waste. Additionally, the recycling / downcycling agencies servicing our corporate offices ensure that all cardboard, plastics, paper and other operational waste is disposed of in an environmentally responsible manner. Technology that has reached end of life is also recycled / downcycled in accordance with our internal security policies and environmentally sound practices.

10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

- Yes  
 No

We have established a Vanco Diversity program as part of our everyday culture that is focused on Diversity, Inclusion and Belonging. At this time, our framework is internally focused as we establish our strategy and goals, raise awareness and set our roadmap for Diversity, Inclusion & Belonging related initiatives.

We are also an Equal Opportunity Employer:

*Vanco is an Equal Opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex including sexual orientation and gender identity, national origin, disability, protected Veteran Status, or any other characteristic protected by applicable federal, state, or local law.*

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

- Yes  
 No

N/A (the diversity programs we have in place are focused on developing our corporate culture allowing us to create greater awareness regarding diversity, inclusion and belonging).

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

(N/A) See 10a above.

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

11. **Diversity Vendor Certification Participation** - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise**  
Respondent certifies that this firm is an MWBE  Yes  No  
List certifying agency: \_\_\_\_\_
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**  
Respondent certifies that this firm is a SBE or DBE  Yes  No  
List certifying agency: \_\_\_\_\_
- c. **Disabled Veterans Business Enterprise (DVBE)** Respondent certifies that this firm is an DVBE  Yes  No  
List certifying agency: \_\_\_\_\_
- d. **Historically Underutilized Businesses (HUB)**  
Respondent certifies that this firm is an HUB  Yes  No  
List certifying agency: \_\_\_\_\_
- e. **Historically Underutilized Business Zone Enterprise (HUBZone)**  
Respondent certifies that this firm is an HUBZone  Yes  No  
List certifying agency: \_\_\_\_\_
- f. **Other**  
Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No  
List certifying agency: \_\_\_\_\_

**PRICING/PRODUCTS/SERVICES OFFERED**

12. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested.

A complete portfolio of Vanco solutions can be found on pages 24 - 43 below.

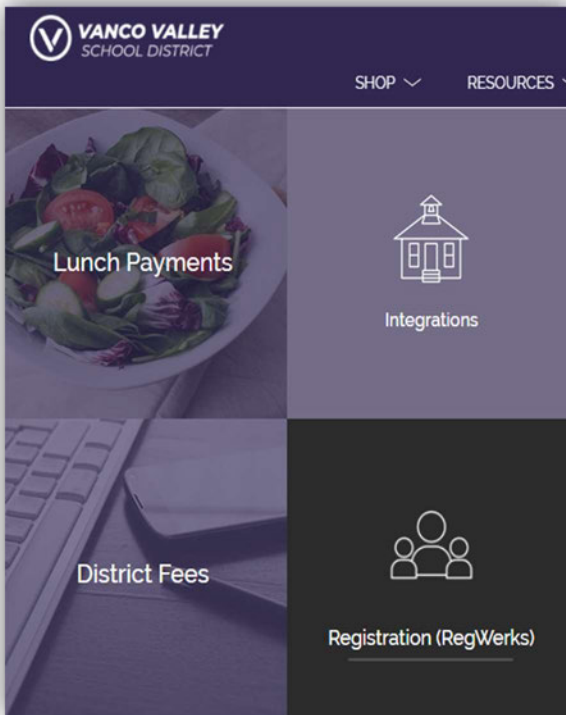


**Solutions Guide**

**November 3, 2020**



**RevTrak – Webstore**



*Description*

Your personalized Web Store can offer any type of fee or payment including food service payments, ticket sales, registration fees, child or after school care, donations, and more. All payments are made in one central, secure location.

RevTrak recovers time for your district by doing all the work for you. The building, set-up, and maintenance of your Web Store is handled by your Client Service team. RevTrak provides a user-friendly, time-saving solution for your district.

Why RevTrak for the K-12 market’s payment needs? RevTrak is a leader in the K-12 online payment industry with 25+ years of experience. Created to meet the needs of school districts, RevTrak focuses on convenience, security, and service. 1 in 10\* public schools save time by using RevTrak for online payments.

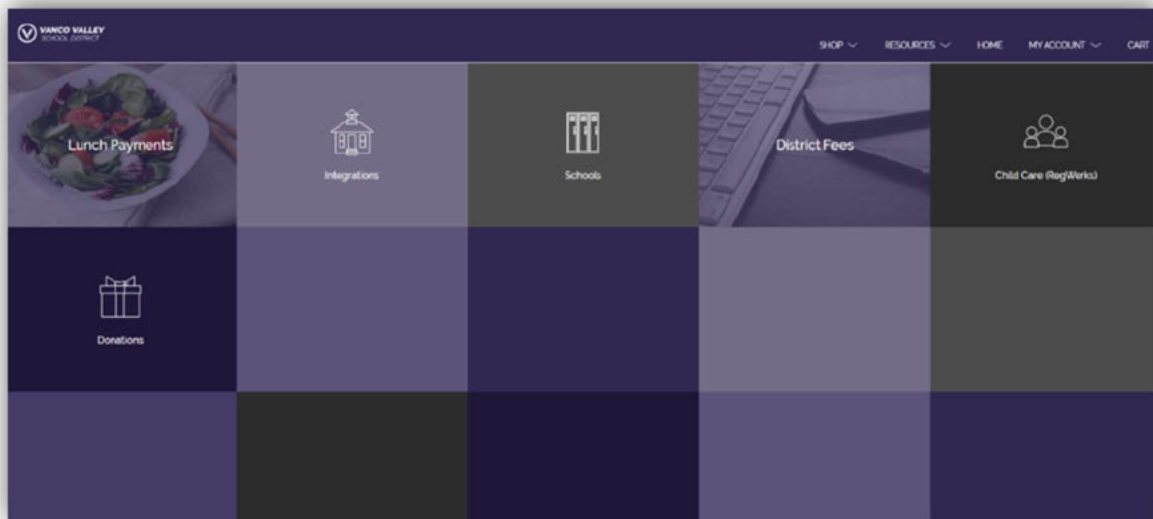
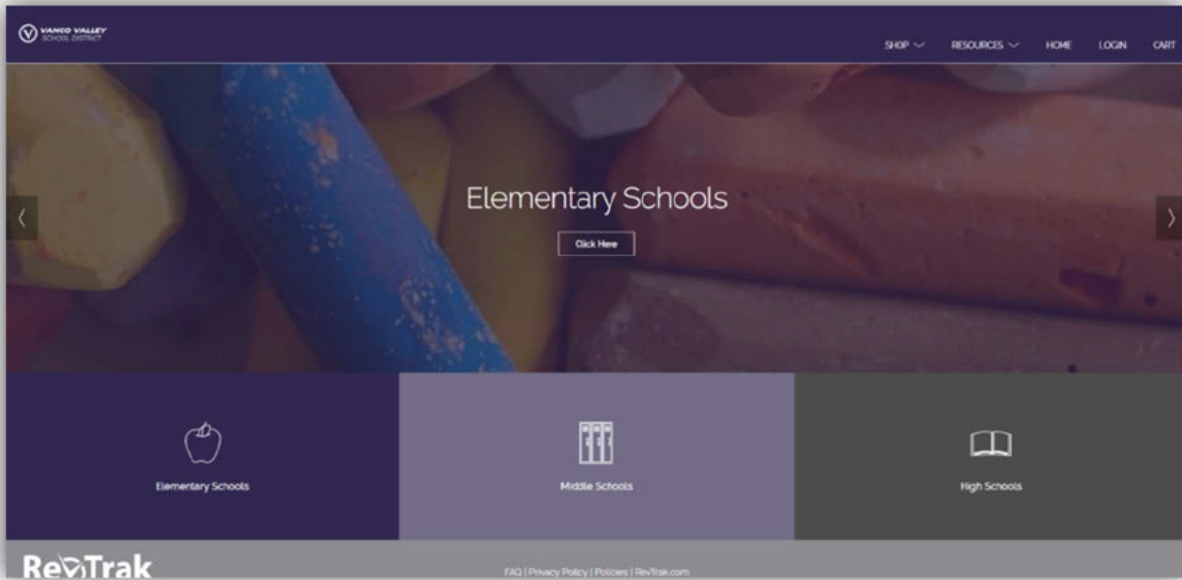
Vanco’s current integrations include, but are not limited to, Student Information Systems (SIS) such as PowerSchool, eSchoolPlus, Skyward, Infinite Campus and Tyler; child nutrition software such as Cybersoft, WinSNAP, NutriKids, eTriton; and

church management software such as ACS Technologies, Servant PC, Church Windows, Icon Systems and PowerChurch. For more information about Vanco’s integration partners, please visit <https://www.vancopayments.com/partners>.

(\*In U.S. school districts over 1,000 students.)

*Screenshots*





**MY SCHOOL**

MySchool Demo Store  
 TAX ID #: 111-222-3333  
 Invoice #: 350810-10884228  
 Due Date: 5/11/2020

**Bill To:**  
 Lizzy Moeller  
 1234 Main Street  
 Apt 268  
 Bloomington MN, 55420

Charges for Peter Moeller: Pick-a-Day Child Care 2019-2020 05/01/2020 to 05/10/2020

Description	Amount
Balance Forward	\$265.00
AM Care 0 Day	\$0.00
AM & PM Discount	\$-2.00
05/05/2020	
PM Care 1 Day	\$12.00
05/05/2020	
<b>Total Due</b>	<b>\$275.00</b>

ONLINE PAYMENTS  
 Demo Web Store

POWERUP BOOK

ALL

FOOD

REQUIRED FEES

**FOOD ACCOUNTS**

Nathan Hardy	Balance	\$094.00
<a href="#">MAKE ONLINE PAYMENT</a>		
Samantha Hardy	Balance	\$219.02
<a href="#">MAKE ONLINE PAYMENT</a>		

**REQUIRED FEES**

Nathan Hardy		
Cheerleader Outfit	\$50.00	<a href="#">ADD TO CART</a>
Cheerleader Outfit		
Field Trip	\$200.00	<a href="#">ADD TO CART</a>
Field Trip		
Lab Fee	\$50.00	<a href="#">ADD TO CART</a>
Lab Fee		
Overdue Book	\$20.00	<a href="#">ADD TO CART</a>
Overdue Book		
Registration	\$175.00	<a href="#">ADD TO CART</a>
Registration		
Samantha Hardy		
Activity Fee	\$75.00	<a href="#">ADD TO CART</a>
Activity Fee		

*Description*

Our online registration and payment software eliminate administrative hurdles that accompany before – and after-school childcare and preschool programs. RegWerks saves you time, improves internal controls and simplifies billing.

**Flexible Scheduling and Registration**

Allow parents to register and pay a deposit for specific days and times online or elect to drop in when spots are available.

**Online Parent Portals**

Your client’s needs first. Put families’ payment information, account details, childcare schedules and tax statements at their fingertips.

**Automated Invoicing**

RegWerks makes it simple to send weekly or monthly recurring bills to families in just a few clicks. You can also invoice in advance for the coming period. Families can then pay online or in person.

**Electronic Check-In Stations**

It is easy to track attendance using our iPad app or in a web browser. Added security features include the names and photos of caregivers approved for pick up and the ability to capture timestamped caregiver signatures.

**Late Fee Assignments**

Protect your time. When a child is picked up after hours, a late fee can be automatically added to the family’s bill with a date and timestamp.

*Screenshots*

The screenshot displays the 'Financial Info' section of the software. On the left is a navigation menu with 'FAMILY INFO', 'FINANCIAL INFO', and 'HISTORY'. The main content area is divided into two sections: 'Registrations with Balance' and 'Open Registrations'.

**Registrations with Balance**

Student	Class	Balance Due	Card On File
Jennifer Smith	Drop-In Child Care 2019-2020 Drop-In Child Care Purchased: 0, Used: 0, Remaining: 0, Invoiced: 0 <a href="#">Click Here to purchase more days</a>	\$0.00	Visa: 1111 08/22
	Jennifer Smith Pick-a-Day Child Care 2019-2020 Pick-a-Day Child Care Purchased: 0, Used: 0, Remaining: 0, Invoiced: 0 <a href="#">Click Here to purchase more days</a>	\$0.00	Visa: 1111 08/22

**Open Registrations**

Name	Class	Start Date	Registration Date
Jennifer Smith	Drop-In Child Care 2019-2020 Drop-In Child Care Purchased: 0, Used: 0, Remaining: 0, Invoiced: 0 <a href="#">Click Here to purchase more days</a>	08/19/2019	04/20/2020
	Jennifer Smith Pick-a-Day Child Care 2019-2020 Pick-a-Day Child Care Purchased: 0, Used: 0, Remaining: 0, Invoiced: 0 <a href="#">Click Here to purchase more days</a>	08/05/2019	04/20/2020

Home

## Financial Info

- FAMILY INFO
- FINANCIAL INFO
- HISTORY

### Invoice History




Name	Invoice	Date	Amount
No Invoices Found!			

### Reports


- [2020 Tax Statement](#)
- [2019 Tax Statement](#)
- [2018 Tax Statement](#)
- [2017 Tax Statement](#)
- [2016 Tax Statement](#)

Pick-a-Week Child Care 2019-2020 Pick-a-Week Child Care [AM] 7/8/2019 0 Students Signed In

Last Name:  Grade/Group:

	<p><b>Bennett, Billy</b> Grade: K</p> <p><a href="#">Add Student Photo</a> <a href="#">Add Authorized Pickup Photo</a></p>	<a href="#">Sign-In</a>
	<p><b>Bennett, Sarah</b> Grade: 3rd</p> <p><a href="#">Add Student Photo</a> <a href="#">Add Authorized Pickup Photo</a></p>	<a href="#">Sign-In</a>
	<p><b>Moeller, Lizzy</b> Grade: 4th</p> <p><a href="#">Add Student Photo</a> <a href="#">Add Authorized Pickup Photo</a></p>	<a href="#">Sign-In</a>

Billy Bennett



Jani Bennett



Cancel Sign In

### Sign In/Out Report

Pick-a-Week Child Care 2019-2020 - Pick-a-Week Child Care

Date	Student	Sign In	Signature	Sign Out	Signature
04/20/2020	Bennett, Billy	9:05 AM		9:05 AM	

**Bill To:**

Monica Arenas  
1421 Bellwood Dr  
Longmont CO, 80504

Charges for Mauricio Arenas: Pick-a-Day Child Care 2019-2020 05/01/2020 to 05/31/2020

Description	Amount
Balance Forward	\$65.00
AM Care Late Pickup 15 minutes 04/20/2020	\$15.00
AM Care 4 Days	\$0.00
05/04/2020, 05/11/2020, 05/18/2020, 05/25/2020	
PM Care 4 Days	\$0.00
05/04/2020, 05/11/2020, 05/18/2020, 05/25/2020	
<b>Total Due</b>	<b>\$80.00</b>

## Food Service Solutions: Manage Meals and Payments



### *Description*

*“I noticed how much time and energy the cafeteria managers were spending processing cash and check payments. I wanted to free them up to do their primary job.”*

**Steve Stracke**  
Director of Nutrition

Food Service Solutions (FSS) has been helping schools and districts manage meals and payments for more than 30 years. FSS is part of Vanco, a nationwide leader in payment processing and education administration software.

The FSS standard POS package includes the following software and applications, FSS Admin (which includes Meal Plans, Bonus Bucks, Declining Balances, Employee Pricing, Guest Pricing, online Preorders and more), FSS POS software (provides multiple methods of authentication, queuing, “offline” mode, quick touchscreen sales as well as UPC code scanning, auto quick sale and more), MySchoolAccount.com (online account portal for payments, balances and ability to preorder), MSA Mobile App for mobile transactions and account information. All systems run in “real time.”

### *Screenshots*



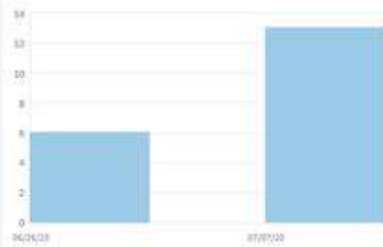
### My Dashboard statistics and more

Home > Dashboard

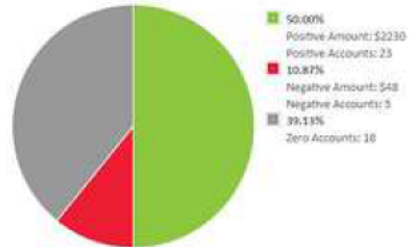
#### PAYMENTS MADE



#### SALES



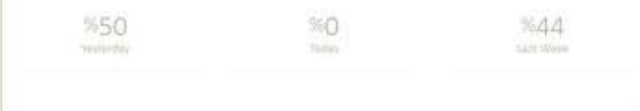
#### Account Information



#### Open Cashier Sessions

POS	User	Open Date
Alec POS	alec	06/09/20
Alex POS	alex	03/16/20

#### Participation Percentage



#### Fee Payments




User ID	First Name	Last Name	Fee Name	Payment Date	Paid Amount	Remaining Amt
---------	------------	-----------	----------	--------------	-------------	---------------

#### Overdue Fees

User ID	First Name	Last Name	Fee Name	Fee Amount	Due Date	Last Allowed Date
---------	------------	-----------	----------	------------	----------	-------------------



**SOLUTIONS FOR SENIOR ADMINISTRATORS**

-  **Handle Everything in One Place**  
Manage all aspects of your program, including registration, class and faculty schedules, private lessons, payment processing and student reporting, from one easy-to-use platform.
-  **Simplify Enrollment and Student Activities**  
Boost participation and retention by allowing students to enroll anywhere, any time with an easy-to-use online registration system.
-  **Boost Fundraising Efforts**  
Easily schedule and launch fundraising campaigns with ASAP's performance tracking to drive greater revenue.

*Description*

ASAP is a true Education Administration Software System designed to help you manage all aspects of your organization. Starting with the CORE Essentials, ASAP is designed to manage all of your school's day-to-day operations.

Online Registration

Your customers come first, which is why we make sure they have the best experience possible when interacting with your registration system. Intuitive course browsing, family-based accounts, easy checkout, all on a mobile-adaptive site for ease of registering on a smartphone, tablet or desktop and more.

Student Information

Student Information and CRM are at the core of the ASAP system. Never let valuable data go missing again. Collect information about your students using customized registration forms, view and track enrollment activity and history at the individual and family level, track communications, payments and much, much more.

Class Management

When it comes to classes, we've got you more than covered. From enrollment to rosters, attendance, analytics, and beyond. No software comes close when it comes to class management and operations. We've even got an easy to use attendance app for your teachers.

Billing and Payments

ASAP allows you to process payments easily and securely, all through your own merchant account and gateway. Our discounts engine allows you to create automatic discounts and coupon codes based on a huge variety of settings for management of all discounted fees from financial assistance to early bird sign ups. We also make it easier to collect payment by using our automated recurring billing, payment plan, and reminder emails. We take credit card, electronic checks, cash and you can even enter a custom payment type.

Reporting and Analytics

Information at your fingertips. Whether it's operational reports (like rosters or attendance sheets), financials (A/R, Revenue, Cash), or analytics (retention, demographics, trends), ASAP has you covered.

Backoffice and Operations

We're all about helping you streamline your administrative workflows so you can spend more time on the important stuff, like educating. From instructor payroll to data management, you'll find plenty of tools to help bring efficiency to many of your processes.



### Insights Details

**Metrics:**  **Enrollment Status:**

**Groupings:**  **Date Range:**  -  **Time Periods:**

course	activitytype	revenue	enrollments
▶ activitytype: Group Classes			
◀ activitytype: Private Lessons			
Piano	Private Lessons	\$278,885.30	502
Violin	Private Lessons	\$104,498.55	267
Guitar	Private Lessons	\$159,001.65	175

app.asapconnected.com

### Insights Retention

From:  To:  Groupings:

2014-2015 Total Students	2015-2016 Total Students	2015-2016 Returning Students	Retention
1104	1137	758	69.00%

Retention Rates [Retained Students](#) [Unretained Students](#)

Drag a column header and drop it here to group by that column

Course	From	To	Retention
Accompanist	2	2	100.00%
Adult Guitar Orchestra	11	10	91.00%
Artes Vocales of Los Angeles	80	0	0.00%
Baritone	4	1	25.00%

Home / Classes / Search for classes Clear All

Filter by: Instructors Locations Departments Days Time Age

**Classes**

- > View All
- > Athletic Clinics
- > Drums
  - African Drumming
  - Drums**
  - Master Drumming
- > Miscellaneous
- > MSP
- > Music
- > Theater
- > Visual Arts
- > Volunteer Signup

**Lessons**

**Memberships**

**Products**

**Donate**

**Events**

---

**Drums**

Take your drumming to the **next level!** Learn from the drum master, Frank Spitz, featured in *Rolling Stone* magazine and served as the percussionist for several rock bands.


**Drums 101**

Learn to bang on the drums all day.

**Prerequisites:** any one class from the **Theater** course group(s)

LOCATION	DATES	DAYS	TIMES	INSTRUCTOR	AGES	FEES	DETAILS	OPEN
Cupertino Campus, Room 102	2/4 - 8/31	Mo We	09:00 AM - 10:00 AM	TBD	0 & up	\$220.00	<a href="#">View</a>	7 <a href="#">REGISTER NOW</a> <a href="#">DROP-IN</a>
Downtown Campus, Recording Studio 2	5/18 - 9/6	Mo We Fr Su	06:00 PM - 07:00 PM	TBD	3yr 0mo - 5yr 11mo	\$220.00	<a href="#">View</a>	8 <a href="#">REGISTER NOW</a>

**Drums 102**



Take your drum banging to the **next level**

Learn from the experienced drummer, Frank Spitz, who has been featured in *Rolling Stone*.

**Prerequisites:** **Drums 101** any one class from the **Theater** course group(s)

Enrollments between 1/1/2020 and 4/21/2020

Report Summaries

Enrollment Report Summary

By Location		By Program		By Course Group	
Location	Count	Program	Count	Course Group	Count
Big City	194	Dance	68	Ballet	68
Big City Field Complex	2	Music	1	Drawing	10
Community Outreach	5	Performing Arts	7	Ensemble	1
TBD	6	Visual Arts	10	Glass	6
				Irish Music	4
				Multi-Guitar Class Demo for Discounts	81
				Private Session	1
				Theater	7

By Subject		By Instructor		By Course	
Subject	Count	Instructor	Count	Course	Count
Banjo	18	Jimi Hendrix	99	Accordion Tunes and Technique	4
Guitar	81	TBD TBD	69	Acoustic Blues Ensemble	1
Music	8	Humphrey Bogart	8	Annie Jr.	7
No Subject	97	Ginger Rogers	7	Ballet - Advanced	68
Strings	3	Caden Flaherty	6	Banjo Lessons	21
		Deborah Kilcarney	5	Beginning Glassblowing	6
		Jules Leotard	4	Calligraphy	10
		Aretha Franklin	4	Guitar Lessons - Acoustic	81
		Mischa Elman	2	Piano Lessons	4
		Johnny Cash	2	Private Session	1

Page size: 10 11 items in 2 pages

ASAP Welcome Susanna Big City Community Arts (4197)

Search Invoice

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**Enroll**

- Companies
- Staff
- Students
- Classes
- Courses
- Credit Programs
- Enrollments
- Fundraising
- Invoices**
- Memberships
- Products
- Sessions
- Private lessons
- Tools
- Sandbox
- Reporting
- Set Up

### Invoice #10243673

**Scholarship Student**

0

test@tester.com

Status	Paid
Date	4/16/20
Credit	\$0.00

ITEM	REGISTRANT	AMOUNT
Ballet - Advanced - BALLE-ADV.101	Scholarship Student	\$200.00
<small>Mo 2/3/2020 to 6/8/2020 08:00 AM to 09:00 AM</small> <small>Big City, Ballet Studio</small> <small>Instructor is TBD</small>		
<b>Fee Summary:</b>		
Class Fee		\$200.00
<b>Adjustments</b>		
Original Price		\$200.00
Generic adjustment	4/16/20	\$200.00
<b>Adjusted Total:</b>		<b>\$400.00</b>
Discount	4/16/20 Scholarship Students 2020	-\$200.00
<b>TOTAL</b>		<b>\$200.00</b>

Subtotal	\$200.00
Total	\$200.00
Amount Paid	\$200.00
Balance	\$0.00

Transaction Details
Invoice History

*Description*

Charms is an all-encompassing office assistant for K-12 music programs that is ready to go to work when you are. Charms keeps track of all your student, member, and adult information such as email addresses, phone numbers, what group they are in, their grade, and lots more. Charms can organize and make sense of your library, and keep track of your inventory, equipment, props and uniforms. Charms knows who turned in their form, who missed practice, where they stand or sit, how much they owe on their trip, and who still hasn't turned in their uniforms.

Charms is a robust financial package as well! It will help you track fundraisers and disburse profits. You can manage local and international trips with ease. Charms helps you create fixed billing items and knows who paid them, who still owes for repairs, and can give you a running balance of all your booster club accounts and will help reconcile with the office activity fund. Charms will help with 1099 forms, 990 forms, bank reconciliation, and managing budgets. Adults can pay for trips and other items online with their credit or debit cards through our private and exclusive Parent/Student/Member Area. Charms even integrates seamlessly with the RevTrak Web Store for automatic payment posting and consolidated financial reports.

Communication with your organization has never been easier or more effective! Charms will keep track of all your events on a live, interactive on-line calendar - available to all your students, members, and adults by group. You can send mass e-mails, record and blast phone messages and send free text messages. You can upload handouts, sound files, short videos, assignments, audition materials, maps, pictures and more for students, members, and parents to access 24/7, either on their computers or on their mobile devices.

Students can keep practice logs online, record and upload playing tests, and track their own grades. Parents can track inventory assignments, monitor attendance, and track merits or demerits earned.

Need to sell spirit wear or want your members to purchase specific items? Charms includes an advanced web store so you can run your own sales without needing additional software.

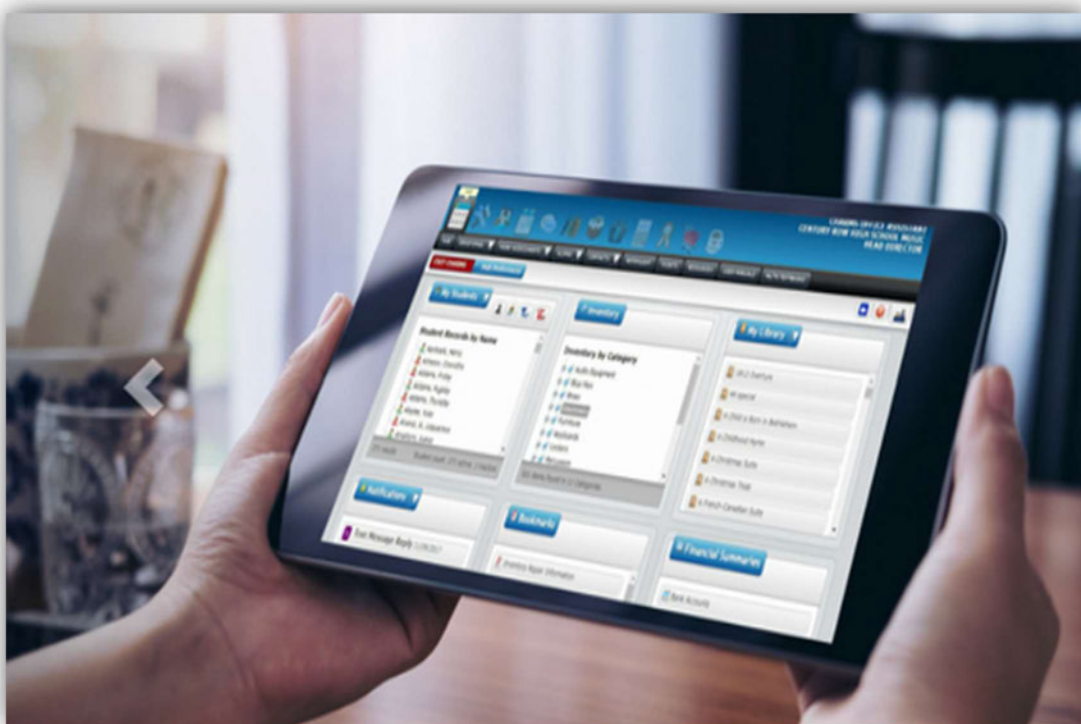


**TEACH MORE.  
STRESS LESS.**

Charms is the cloud-based management software for music programs of all sizes. Charms lets educators teach more and spend less time on administrative work.

Manage student information, payments, inventory, calendar and communications from anywhere.

Screenshots



**Vanco Events – powerful and easy to use.**



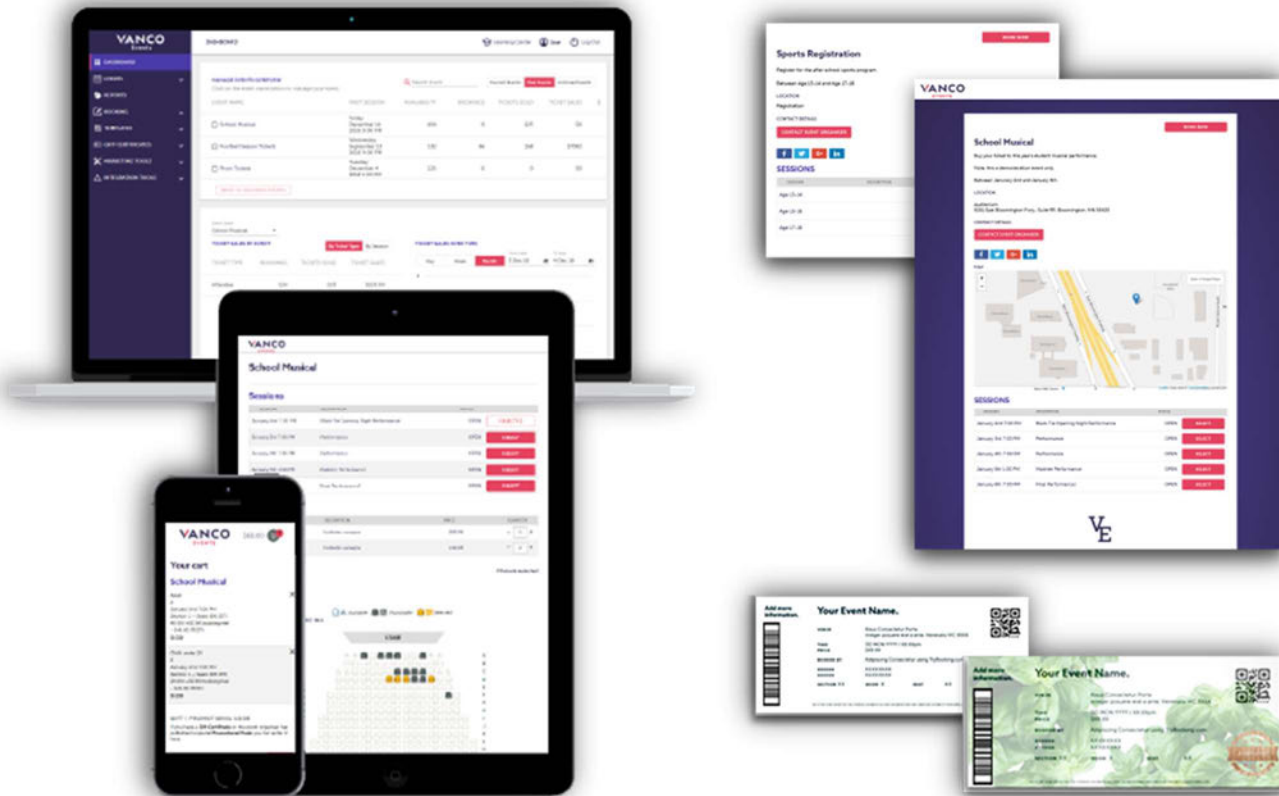
*Description*

Managing events isn't always easy but selling tickets online should be. That's why we've made it our mission to offer schools and community organizations a simple way to sell tickets for their events. After all, you already have enough on your plate preparing for your upcoming event. When you choose Vanco Events for your ticketing, you can quickly cross one item off your to-do list.

With Vanco Events, we removed the unnecessary hoops event planners need to jump through when selling tickets, giving you the streamlined solution, you need. There's no need for your attendees to create an account when purchasing tickets, and they're not bombarded by third party advertising or banners. We designed our whole user experience to be quick, clean and simple, giving you more time to prepare for your event. If you have any questions as you set up and manage your events, our dedicated customer support team is here to help.

For over two decades, Vanco has provided innovative solutions for educational and community organizations, helping them fulfill their commitments to their students and members. By offering a full suite of technology products and services, we are the go-to partner preferred by schools and arts organizations across the country.

*Screenshots*



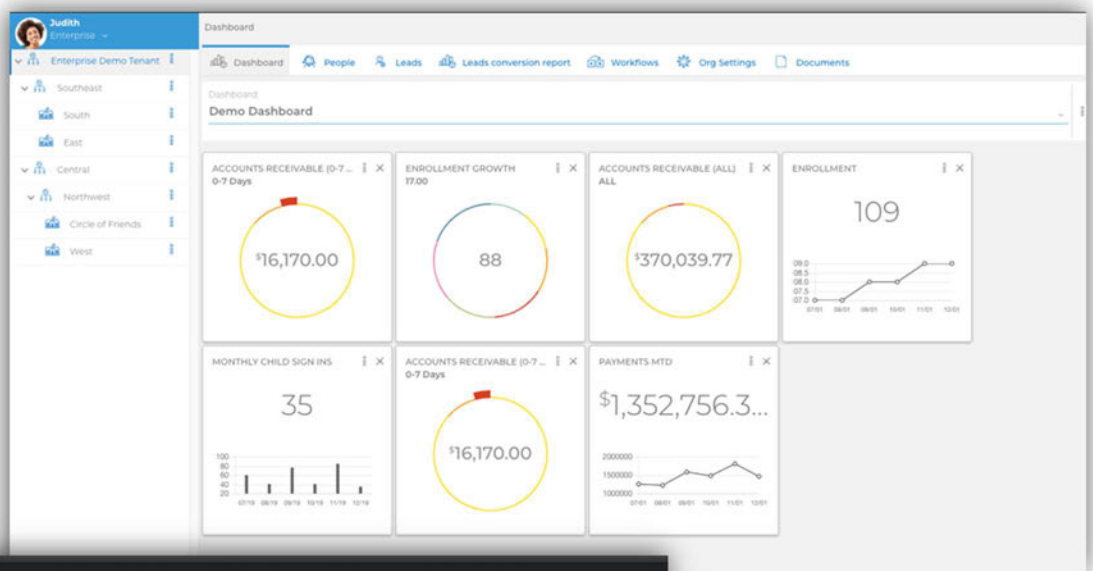
*Description*

Smartcare strives to be the leading technology platform that solves the challenges daycare, childcare, preschool and afterschool programs across the country face, freeing directors and teachers to do what they do best: build the next generation and delight parents. Informational Webinars: <https://www.vancopayments.com/education/on-demand-make-child-care-simple-with-vanco-smartcare>

Outcomes for centers that partner with Vanco Education and Smartcare:

- Efficient management of school/center resources
- Improved parental communication and engagement
- Enhanced school/center safety and security
- Easy billing and acceptance of payments
- Prospective family inquiry management and tracking
- Staff development and career pride
- Increased time interacting with students
- School/center financial stability and sustainability
- Positive reputation in community

*Screenshots*



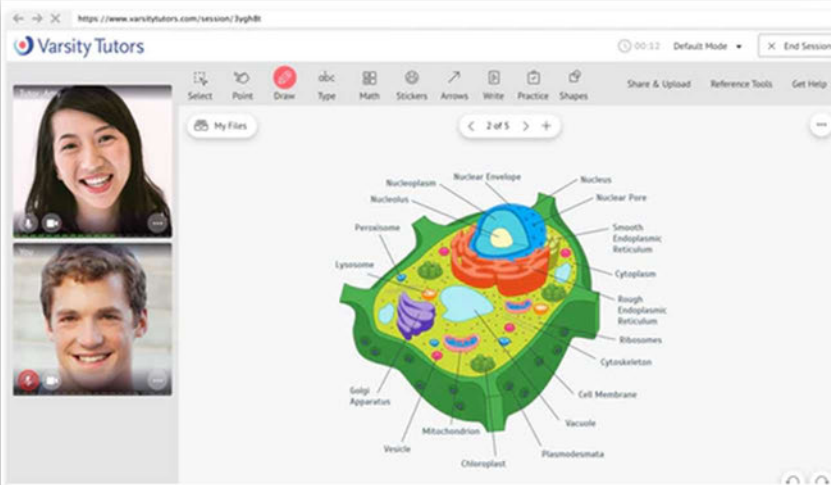
The screenshot shows the 'Leads' page with a search bar and a table of leads. The table columns are: PRIMARY PARENT, CHILDREN, CENTER, and LAST STATUS UPDATE.

PRIMARY PARENT	CHILDREN	CENTER	LAST STATUS UPDATE
Andrienne Strong	Strong	Circle of Friends	May 16, 2019, 08:33 am
Anna Sickness		Circle of Friends	Aug 02, 2019, 07:54 am
Ashley Moore	Frost	Circle of Friends	Feb 20, 2018, 12:55 pm
Barbara Fields	Fields	West	Mar 01, 2019, 07:28 pm
Benjamin Anderson	Anderson	East	Aug 05, 2019, 09:38 am
Brad Willis	Willis	Circle of Friends	May 24, 2018, 01:05 pm
Chris Luz	Luz	Circle of Friends	Feb 19, 2018, 09:23 pm
Daniel Johnson		Circle of Friends	Apr 02, 2019, 12:31 pm
James Armijo		South	Dec 21, 2018, 11:47 am
Joanne Smith	Smith	Circle of Friends	Nov 27, 2018, 11:33 am

### *Description*

Varsity Tutors is the largest tutoring and live instruction platform in the United States. Our platform hosts 40,000 experts who have delivered over 10 million hours of live instruction. Students can learn in 1 on 1, small group, and scaled large format settings. Informational Webinars: <https://www.vancopayments.com/education/resource-tyt/on-demand-varsity-tutors-revtrak-learning-at-home>

### *Screenshots*



**An Innovative Learning Platform**

Our award-winning Live Learning Platform was built to create an exceptional online learning experience for students.



### **Instant Homework Help**

9 PM homework meltdowns are a thing of the past with Instant Tutoring. Students can get live one-on-one tutoring instantly in 250+ subjects 24/7.



## Payment Processing Solutions for Organizations

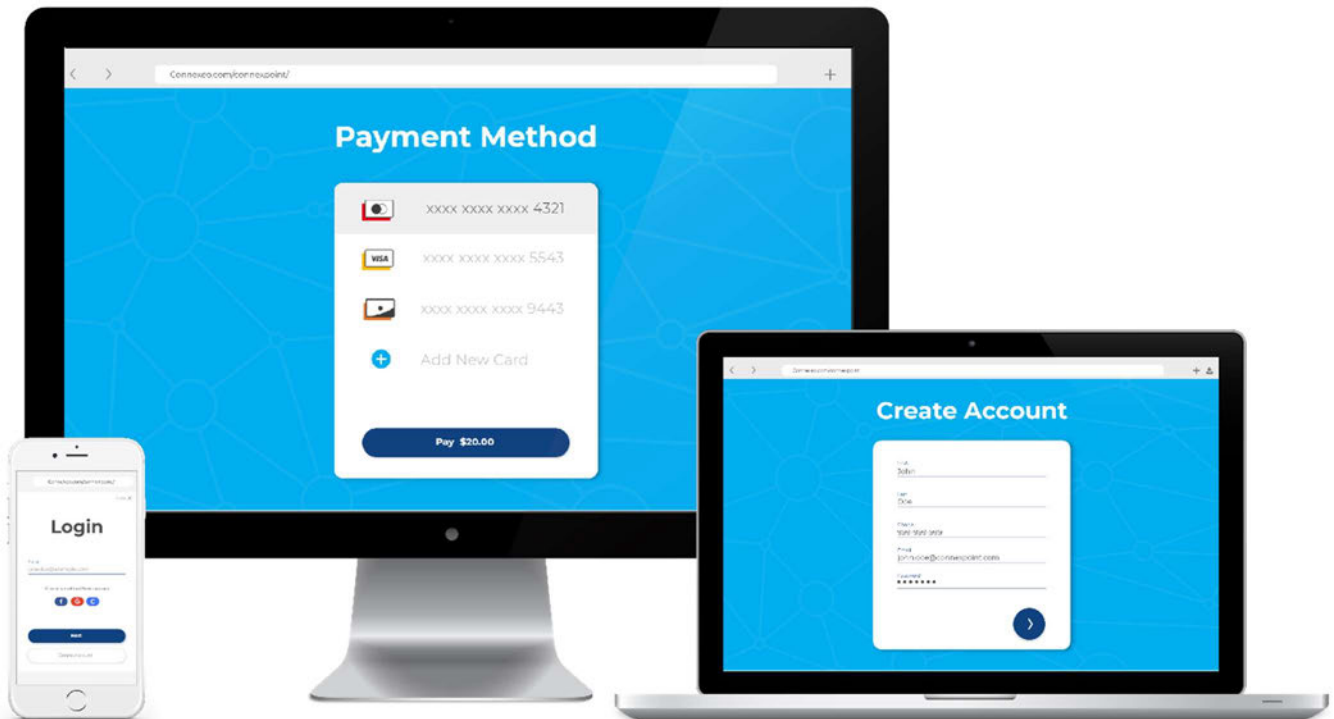
Connexpoint

CONNEXPoint  
A VANCO COMPANY

### *Description*

Vanco is transforming an industry through comprehensive administration software and payment solutions. We provide advanced technology that enables teachers, administrators, registrars and community organizations to work smarter and more efficiently. Our purpose is to provide you with an easy-to-use payment platform that connects schools with businesses. ConnexPoint is the next technological breakthrough in how payments are processed. We're reshaping the future of payments.

### *Screenshots*



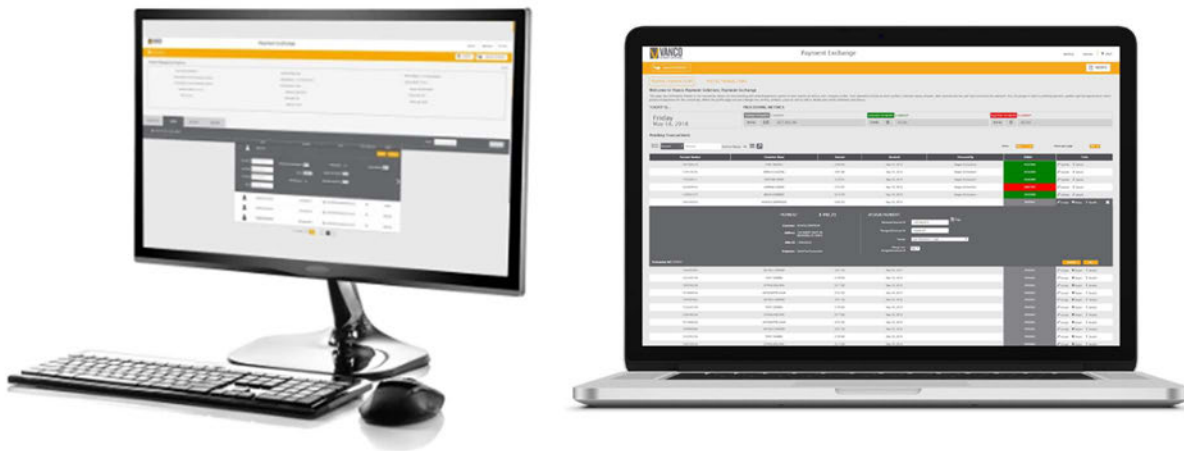
*Description*

Billers of all types and sizes need a more efficient way to process the volumes of bank bill pay checks they receive every day, to speed up their cash flow and to improve their customers' experience.

Vanco's PMX solves this problem by electronically connecting billers to all bill pay originators. Serving as an electronic clearing house, PMX is able to have those payments converted electronically, present the payments to the biller for decisioning one time, and then automatically have those payments post to the consumers account, reducing friction and paper for clients.

For more than 20 years we have been providing electronic payment processing for financial institutions, utilities and municipalities. These, and all billers, receive the benefits of faster settlement, reduced operational expenses and improved customer experience. For more information, visit our website, <https://www.vancopmx.com/>.

*Screenshots*





( SOLUTIONS GUIDE END )

13. Describe any integrations your organization can provide with other platforms.

Vanco's education software integrates with student information systems, food service software and more to streamline the way schools and districts handle fees and food payments. Our integrations drive parent participation, reduce administrative burdens and bring you closer to becoming a cashless campus. Additional information specific to these partnerships can be found in the appendices further down in this document.



Our top-tier RevTrak integration with PowerSchool is an innovative and convenient way to save you even more time. With one small change in your process, you can streamline how you handle student fees and food payments.

Plus, it's a fully automated integration. Payments made through RevTrak are automatically posted into PowerSchool to eliminate manual entry, which frees up your staff. Our exceptional service is tailored to each district with free setup, maintenance and training.



Enjoy the convenience and the time savings of our integration with Infinite Campus. By integrating, you can process Infinite Campus payments virtually. This will streamline your work by cutting down on manual entry and saving time on reconciliation.



Our RevTrak integration with Skyward is a seamless solution that allows you to collect all payments through Skyward Family Access. With automated payment processing, real-time balance updates and the ability to pay fees for multiple students at once, our integration simplifies the process for staff and parents. With RevTrak and Skyward you can reduce -- and even eliminate -- manual data entry.



Revtrak integrates with Tyler SIS to bring all student food and fee payments into one place. Our integration allows you to pay food and fee payments right from within TYLER SIS.

RevTrak's Tyler integration creates a single checkout experience for parents and streamlines your day by eliminating manual data entry and shortening the reconciliation process.

*Additional Integrations and Trusted Partners:*

*If you wish to know more about our integration partnerships, please visit <https://www.vancopayments.com/education/integrations> and request a demo.*



14. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?

At Vanco, we take protecting the security and privacy of all our clients' payment information and transactions very seriously. That's why we utilize the most advanced technology and follow the most stringent guidelines to ensure all your information remains secure. And to ensure we adapt seamlessly to any changes in technology or the business environment, we review our security measures and policies continuously. You should always be able to trust how your information is handled by your payment solutions provider.

As part of our comprehensive security and privacy safeguards, we only collect the pertinent information required to perform your payment transactions. And, that information is stored in Vanco's secure system and only used when needed to fulfill your requests and services.

### **Compliance Accreditation**

Level 1 PCI compliant service provider for:

- Vanco Payment Solutions, Inc.
- RevTrak, Inc. (DBA Vanco Events)

SOC 1 Type 1 report for:

- Vanco Payment Solutions, Inc.
- Vanco Payments, LLC (DBA PMX)

### **Vanco's Security Program**

#### **Security, Risk & Governance:**

A dedicated Vanco Information Security (security) team is responsible with securing the organization and the overall security program is considered mature. Individual verticals under Security include Security Engineering, Technology Risk Management, and Governance. The senior leadership team meets with the security function biweekly to discuss the state of security, risk management and compliance.

#### **Compliance:**

A dedicated compliance team is responsible for handling all technology focused compliance assessments and audits. These assessments include multiple level 1 onsite PCI audits, SOC assessments and any other evaluation that arises. In addition, the compliance team also manages vendor risk assessment, user access reviews and the annual security awareness training.

#### **Architecture:**

A dedicated team of enterprise architects are in charge of designing the overall technology framework. Vanco's experienced enterprise architects ensure that elements of security, quality, availability, performance and observability are embedded throughout the system and application design lifecycle. They focus on an event driven architecture, one that provides maximum value while being flexible enough to accommodate changing business requirements.

#### **Application Security:**

Vanco places a great amount of emphasis on all aspects of Application Security. Production code deployments undergo a rigorous set of security control, including manual code reviews, static application security testing by leading third party commercial tools and regularly scheduled dynamic vulnerability scans. Vanco also scans to ensure its compliance with open

source licensing standards along with outdated and vulnerable code libraries. All product platforms undergo annual manual penetration tests as well.

**Security Analytics & Ops:**

The Vanco security team uses centralized Security Information and Event Management platforms for log aggregation/archival, event correlation, threat detection and real time reports. Both manual and automated security evaluation processes are applied to the raw logs, to identify malicious traffic patterns along with suspicious event and user behavior. All anomalous events are manually followed up on, to ensure maximum organizational security.

**Cryptographic Controls:**

Vanco takes the security of its customers' data very seriously. Multiple layers of encryption are applied to ensure the confidentiality and integrity of the data at both at rest and in transit. These include encryption at the following layers: hardware, file system, database instance, database field, email, remote access, transport layer, and access control to name a few. Cardholder data is tokenized using third party tokenization services as well as an in-house Key Management System. Encryption keys are regularly rotated to ensure maximum customer security.

**Change & Configuration Management:**

Changes to production systems are highly scrutinized. All changes are reviewed by multiple technology teams to ensure they don't adversely affect the confidentiality, integrity and availability of customer serving systems and data. Changes are only deployed to production if they have been tested and all reviewing teams approve them. All changes are documented in a central document repository for transparency and oversight.

**Physical Security:**

All access to Vanco's offices and computing infrastructure are closely controlled and monitored. On premise system infrastructure and data are co-located in industry leading data centers. Vanco's products that use Platform as a Service and Infrastructure as a Service, are leveraging leading Cloud computing provider partners including Microsoft, Amazon and Google. Vanco's physical offices are secured through facility badge access, 24/7 security guards and continuous video surveillance.

**Security Incident Response:**

Incidents identified are evaluated based on severity and possible customer impact. Remediation efforts are based off of the severity of the incident and whether or not customers were impacted. Documentation of all incidents is required for management oversight. A 24/7 team is on call to respond to all identified incidents, regardless of its root cause. A mature incident and security incident response process is in place, and tabletop exercises are regularly implemented to identify gaps and areas for improvement.

**Vulnerability Management:**

Vanco uses industry leading, third party cloud-based solutions for its vulnerability management ecosystem. Regularly scheduled vulnerability scans cover the entire product portfolio including all infrastructure devices, servers, applications and employee workstations. All discovered vulnerabilities are mitigated in accordance with Vanco's Vulnerability Management policy. Web applications are scanned for PCI compliance and submitted quarterly for attestations. Web application code bases are also evaluated against well-known application vulnerabilities using application security scanning solution.

**Vendor Risk Assessments:**

Vanco places a great amount of focus ensuring the security, integrity and availability of its third-party service providers. All vendors are reviewed on an annual basis, assessing their risk profiles to Vanco and Vanco's customers. All appropriate, applicable and available security and compliance artifacts are as part of Vanco's decision making process. Vendors who cannot meet Vanco stringent evaluation criteria will be unable to provide services to the organization.

**Security Awareness Training:**

Vanco's own employees are one of the last lines of defense against cyberattacks and a comprehensive Security Awareness Training ensures that the organization is prepared. Administered via industry-leader KnowBe4 and based on Kevin Mitnick's unique first-hand experience as "The World's Most Famous Hacker", it enables Vanco's employees to make the smartest security decisions, every day. This targeted in-depth training is effective at both changing behaviors and at reducing risk in every level of the organization.

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

Yes

No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

17. Does pricing submitted include the required administrative fee?

Yes

No

Vanco is prepared to pay the proposed 2% administration fee, but notes in the case of payment Processing fees, the 2% will be on net (not gross) revenue. (For reference this statement is also included with our pricing information. Please see cell M14.)

18. Define your standard terms of payment

Our processing services and fees are due on receipt. Our Software as a Service offerings are net-30



**PERFORMANCE CAPABILITIES:**

19. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- |                                                          |                                                    |                                                    |
|----------------------------------------------------------|----------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Alabama              | <input checked="" type="checkbox"/> Kentucky       | <input checked="" type="checkbox"/> North Dakota   |
| <input checked="" type="checkbox"/> Alaska               | <input checked="" type="checkbox"/> Louisiana      | <input checked="" type="checkbox"/> Ohio           |
| <input checked="" type="checkbox"/> Arizona              | <input checked="" type="checkbox"/> Maine          | <input checked="" type="checkbox"/> Oklahoma       |
| <input checked="" type="checkbox"/> Arkansas             | <input checked="" type="checkbox"/> Maryland       | <input checked="" type="checkbox"/> Oregon         |
| <input checked="" type="checkbox"/> California           | <input checked="" type="checkbox"/> Massachusetts  | <input checked="" type="checkbox"/> Pennsylvania   |
| <input checked="" type="checkbox"/> Colorado             | <input checked="" type="checkbox"/> Michigan       | <input checked="" type="checkbox"/> Rhode Island   |
| <input checked="" type="checkbox"/> Connecticut          | <input checked="" type="checkbox"/> Minnesota      | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Delaware             | <input checked="" type="checkbox"/> Mississippi    | <input checked="" type="checkbox"/> South Dakota   |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Missouri       | <input checked="" type="checkbox"/> Tennessee      |
| <input checked="" type="checkbox"/> Florida              | <input checked="" type="checkbox"/> Montana        | <input checked="" type="checkbox"/> Texas          |
| <input checked="" type="checkbox"/> Georgia              | <input checked="" type="checkbox"/> Nebraska       | <input checked="" type="checkbox"/> Utah           |
| <input checked="" type="checkbox"/> Hawaii               | <input checked="" type="checkbox"/> Nevada         | <input checked="" type="checkbox"/> Vermont        |
| <input checked="" type="checkbox"/> Idaho                | <input checked="" type="checkbox"/> New Hampshire  | <input checked="" type="checkbox"/> Virginia       |
| <input checked="" type="checkbox"/> Illinois             | <input checked="" type="checkbox"/> New Jersey     | <input checked="" type="checkbox"/> Washington     |
| <input checked="" type="checkbox"/> Indiana              | <input checked="" type="checkbox"/> New Mexico     | <input checked="" type="checkbox"/> West Virginia  |
| <input checked="" type="checkbox"/> Iowa                 | <input checked="" type="checkbox"/> New York       | <input checked="" type="checkbox"/> Wisconsin      |
| <input checked="" type="checkbox"/> Kansas               | <input checked="" type="checkbox"/> North Carolina | <input checked="" type="checkbox"/> Wyoming        |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

20. List the number and location of offices, or service centers for all states being proposed in solicitation.

Please see our response to question number 3.

21. Distribution Channel: Which best describes your company’s position in the distribution channel:

- Manufacturer direct
- Authorized distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other

22. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.

**Ordering process:**

Vanco's operations are deeply embedded into creating a successful experience for our client partners and contracting entities, as well our end users (payers). We have different reporting cadences and details for each group. Additionally, managing both direct and channel sales through referral partners are core to our business model.

**For the contracting entity, the buying journey is simplified, as follows:**

- Vanco has found that contracting entities for our solutions typically like to engage with a dedicated consultant who can help in answering due-diligence questions as part of their evaluation. Vanco will provide a personalized, dedicated consultant to any contracting organization for any solutions provided through this bid.
- For some solutions, client self-service is a preferred option. Our self-service solutions enable contracting entities to streamline their purchasing online. A dedicated consultant will still be assigned to these orders and they will facilitate them through the ordering or contracting process.
- Upon receipt of an order, Vanco will board and underwrite the contracting organization, which includes the provision of a Merchant ID, which allows the contracting entity to begin processing payments. While our internal processes are detailed, Vanco's operations are transparent and seamless to the contracting organization.

**Our processes include:**

- Underwriting and Onboarding
  - Initial application(s) routed online
  - Account(s) set up
  - Pricing structure configuration
  - Desired reporting and data set up
- Launch
  - Account credentials provided
  - System navigation set up
  - Report usage discussed with contracting entity
  - Online Payments configured and working
  - Relevant marketing, digital assets and communication materials will be provided to the contracting entity in order to assist in their launch and utilization of our solutions.
- Data Migration
  - Technical partnerships and implementation services are available to assist with any data needs. For example: Integrations with SIS, ChMS, CRM, other back-office systems.

- **Implementation and Configuration:**
  - A dedicated implementation team will be assigned to assist with software setup, and customized configuration. Additionally, we will make sure the creation of items within our purchasing systems is a seamless experience for both the system administrator and the clients they serve (those initiating payments).
- **Client Success**
  - Vanco offers its clients a dedicated team of Client Success professionals. These individuals have years of experience within the markets they serve. Our Client Success Team stands ready to ensure that contracting entities are ready to hit the ground running as soon as they launch.
- **Finance:**
  - Statements and reports are also provided to contracting entities, in support of operations and financial reconciliation.

**Verification that Equalis Group members are receiving contract pricing:**

Vanco has participated in programs that offer exclusive pricing for specific groups, including clients of a particular Student Information System (SIS). In these cases, we utilize a combination of several methods to uniquely qualify group members and verify eligibility to receive preferred pricing. Methods used in the past include creating a flag in the Customer Relationship Management (CRM) system identifying group members, custom forms/form fields, a unique promotional code, and custom co-branded sign up forms. Upon receipt of award, Vanco will work with Region 10 ESC to finalize the ordering process that is most effective for this group.

23. Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)

Planned maintenance/downtime is done during our standard maintenance windows which run from 12am-5am CT, 7 days a week.

Unplanned downtime is handled according to an incident matrix/rubric that our TechOps team maintains. This incident matrix is based on the severity level of the issue identified. Our Operations Team monitors all Vanco systems 24/7 and are on call outside of normal business hours should unplanned issues arise.

For more information regarding how our clients obtain support, please refer to the next response below.

24. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

For 30 years, Vanco has been helping schools, churches and nonprofits thrive. We provide technology that helps you stay connected to your community – your

members, students, customers and friends. Vanco is here to help, and our support model and communication practices are in line with our goal: to serve those who enrich their communities.

Our support model is multi-modal and includes:

- Phone (ASA target is 30 seconds during business hours) 888.237.7850
- Chat
- Online
- Self Help
- In-App
- E-mail

Our support is predominantly driven from our Minnesota location and includes staff that are lauded for their skills, product and market knowledge, friendliness and ability to problem solve. Our support staff have the resources and decision-making latitude to do the right thing for our customers.

In addition to supporting clients when they reach out to us as they are experiencing an issue or challenge, it is important to us to stay engaged with our user community in proactive ways. We commonly engage in proactive outbound calling to check on client health as well as connect in a way that is convenient, helpful and in alignment with individual user preferences. To achieve this, we offer several different ways to connect across different channels.

One of the strongest channels of communication we offer is in-app communication. Through our software, we can directly communicate with administrative users in a way that is convenient for them. We offer in-product updates, important news and information about upcoming releases or new capabilities. We prioritize developing simple training materials and guides that we make accessible from within our software as well as from within our helpdesk software, Zendesk.

We also leverage email for direct client communication, including emailed content such as quarterly newsletters, webinar invites, and blog updates. Clients can subscribe or opt out from receiving email communications. Chat is also enabled on the Vanco website and is staffed by live representatives to help address client and user questions.

We offer dozens of interactive and on-demand client webinars and trainings during the year. Each webinar offers helpful insights, training or best practices into how to best use Vanco software. Clients can join the live events or review the content on-demand.

25. Provide your safety record, safety rating, EMR and worker's compensation rate where available

Vanco has had no worker's compensation related safety incidents in the last 12 months.

26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

Both financial and adoption reporting are available in whatever format the Equalis Group defines. Financial data will be delivered by our FP&A Team and adoption data through our

Client Success Partners Team.

27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Management reports can be compiled by our FP&A Team and our Client Success Partners Team in accordance with agency specifications. Additionally, our team will train agency staff to access / export self-service data as needed.

**QUALIFICATION AND EXPERIENCE:**

28. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Loren Brockhouse

Title: Chief Revenue Officer

Company: Vanco

Address: 5600 American Blvd. West | Suite 400

City: Bloomington State: MN Zip: 55437

Phone: +1 515-422-1094 Fax: N/A

Email: Loren.Brockhouse@vancopayments.com

Account Manager / Sales Lead

Contact Person: Andrew Hillesheim

Title: Sr. Director, EDU Sales

Company: Vanco

Address: 5600 American Blvd. West | Suite 400

City: Bloomington State: MN Zip: 55437

Phone: +1 952-352-8114 Fax: N/A

Email: Andrew.Hillesheim@vancopayments.com

Contract Management (if different than the Sales Lead)

Contact Person: N/A – See Account Manager / Sales Lead

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*Billing & Reporting/Accounts Payable*

Contact Person: Steve Lentz

Title: Controller, FP&A

Company: Vanco

Address: 5600 American Blvd. West | Suite 400

City: Bloomington State: MN Zip: 55437

Phone: +1 952-856-8982 Fax: N/A

Email: slentz@connexeo.com

*Marketing*

Contact Person: Megan Salmela

Title: Sr. Director of Marketing

Company: Vanco

Address: 5600 American Blvd. West | Suite 400

City: Bloomington State: MN Zip: 55437

Phone: +1 952-352-8170 Fax: N/A

Email: megan.salmela@vancopayments.com

## Contact

515-422-1094 (Mobile)  
lorenbrockhouse@gmail.com

[www.linkedin.com/in/coachbrockhouse](http://www.linkedin.com/in/coachbrockhouse) (LinkedIn)  
[www.advisorycloud.com/profile/Loren--Brockhouse](http://www.advisorycloud.com/profile/Loren--Brockhouse) (Personal)

## Top Skills

Team Building  
Benefits Administration  
Sales Management

## Languages

English

## Certifications

SPHR  
Inside Sales  
Unconscious Bias  
Confronting Bias: Thriving Across Our Differences  
Diversity, Inclusion, and Belonging

## Publications

Leadership: thermostat style  
Is moderation the key to success?  
Is your sales force swimming upstream in a sea of sameness?  
What can advisors and firms learn from the college selection process.  
The Future Is Now

# Loren Brockhouse

Chief Revenue Officer (CRO) at Vanco  
Greater Minneapolis-St. Paul Area

## Summary

My Why is to inspire over-achieving professionals to thrive with integrity. I believe this will best serve them as individuals and the organizations in which they are engaged!

My goal is to build the most respected consultative Revenue team in the Fintech space by incorporating processes & strategy built around Empathy, Social Selling, Why Statements, Strength Finders.

Specialties: Building an exceptional culture that attracts & retains exceptional sales professionals and motivating them to be their best each and every day.

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## Experience

Vanco  
Chief Revenue Officer (CRO)  
June 2019 - Present (1 year 6 months)  
Greater Minneapolis-St. Paul Area

Enabling those who enrich our communities! Vanco serves those who make communities better places to live. Formed in 2018 through the merger of Vanco Payment Solutions and Connexeo, Vanco provides electronic payment and donation processing solutions, as well as software that enables educational organizations to operate more efficiently.

Businessolver  
SVP, Strategy  
November 2017 - June 2019 (1 year 8 months)  
Des Moines, Iowa Area

Founded by HR professionals, Businessolver combines market-changing benefits technology with intrinsic client responsiveness to deliver an easy-to-use system that will appeal to you and engage your employees. They'll use their benefits wisely to control their costs and yours. Learn more about how We See Things Differently at [www.businessolver.com](http://www.businessolver.com).

## ChildServe

Board Member

July 2014 - June 2019 (5 years)

Johnston, Iowa

Provide Strategic Leadership

## iiPay

SVP Global Sales

February 2017 - October 2017 (9 months)

Dallas/Fort Worth Area

Integrated International Payroll (iiPay) is a market leader in cloud-based global payroll solutions on the strength of technology that solves the global payroll gap. iiPay sharply reduces dependence on in-country payroll processors; and its gross-to-net engine provides a clean, comprehensive view into an organization's global payroll landscape.

iiPay has been implemented by more than 270 companies in more than 150 countries, making them more efficient, compliant and adaptable with improved employee productivity and satisfaction.

## Advicent Solutions

SVP Sales

January 2015 - January 2017 (2 years 1 month)

Advicent Solutions is the leading provider of software-as-a-service (SaaS) technology solutions for the financial services industry. The company's products include web-enabled marketing communications, needs-assessment and financial planning tools. More than 250,000 professionals, including dozens of the world's largest financial institutions, use Advicent's solutions to help them grow their business, create exit barriers and stay top of mind.

## Businessolver

Vice President North American Sales

May 2010 - January 2015 (4 years 9 months)

Founded by HR professionals, Businessolver combines market-changing benefits technology with intrinsic client responsiveness to deliver an easy-to-use system that will appeal to you and engage your employees. They'll use their benefits wisely to control their costs and yours. Learn more about how We See Things Differently at [www.businessolver.com](http://www.businessolver.com).

## Sales Empowerment Group, LLC



Board Member  
March 2010 - May 2014 (4 years 3 months)  
Provide strategic consultation.

ADP  
Division Vice President  
July 1991 - April 2010 (18 years 10 months)  
Inspire sales professionals to hunt for trigger events via social media to sell strategic HR outsourcing in the Midwest.

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## Education

University of Minnesota - Carlson School of Management  
BS, Finance · (1990 - 1993)

Northern Illinois University - College of Business  
Master of Business Administration (MBA) · (2009 - 2010)

## Contact

Lakeville, Minnesota  
612-770-2944 (Home)  
ahillesheim@gmail.com

[www.linkedin.com/in/andrew-hillesheim-09a74ba](http://www.linkedin.com/in/andrew-hillesheim-09a74ba) (LinkedIn)  
[concur.com](http://concur.com) (Company)

## Top Skills

Excel  
Microsoft Office  
Illustrator

## Certifications

Inside Sales  
Sales: Closing Strategies  
Following Up after a Sales Meeting  
Empathy for Sales Professionals  
Skills for Inclusive Conversations

## Honors-Awards

Concur GM Golden Circle Award  
Concur Small Business East MVP  
Concur Sales Award - Eagle Award  
Presidents Club - Concur Technologies  
Presidents Club - Concur Technologies

# Andrew Hillesheim

Sales Director at Vanco  
Lakeville

## Summary

My WHY is to inspire motivated achievers to persevere.

Experienced Sales Director with a demonstrated history of working in the computer software industry. Strong sales professional skilled in Sales, Team Building, Management, Account Management, and Direct Sales.

## Experience

Vanco  
Sales Director  
2019 - Present (1 year)  
Greater Minneapolis-St. Paul Area

Vanco serves those who make communities better places to live. Formed in 2018 through the merger of Vanco Payment Solutions and Connexeo, Vanco provides electronic payment and donation processing solutions, as well as software that enables educational organizations to operate more efficiently.

More than 40,000 churches, faith-based groups, nonprofits, schools and educational organizations trust Vanco to simplify administrative processes, organize events and securely complete transactions every day.

Concur  
7 years  
Regional Sales Director  
February 2017 - 2019 (2 years)  
St. Louis Park, Mn

Sr. Manager Market Development  
May 2016 - January 2017 (9 months)  
St. Louis Park, Mn

Directly involved working alongside Market Development team at Concur. Leading a group of professionals that help our clients make managing spend simple to allow for focus to be spent on what matters most to their business.

Concur is a leading provider of integrated travel and expense management solutions. Concur's easy-to-use Web-based and mobile solutions help companies and their employees control costs and save time. Concur's systems adapt to individual employee preferences and scale to meet the needs of companies from small to large. With Concur's mobile application, you can create, review and approve expense reports and book and change your travel itinerary – hotels, airfare, taxis, rail and rental cars – all from your smartphone. Join our LinkedIn Group or connect with us on Facebook, Twitter and YouTube. Learn more at [www.concur.com](http://www.concur.com).

#### Manager - Market Development

October 2014 - May 2016 (1 year 8 months)

St. Louis Park, Mn

Directly involved working alongside Market Development team at Concur. Leading a group of professionals that help our clients make managing spend simple to allow for focus to be spent on what matters most to their business.

Concur is a leading provider of integrated travel and expense management solutions. Concur's easy-to-use Web-based and mobile solutions help companies and their employees control costs and save time. Concur's systems adapt to individual employee preferences and scale to meet the needs of companies from small to large. With Concur's mobile application, you can create, review and approve expense reports and book and change your travel itinerary – hotels, airfare, taxis, rail and rental cars – all from your smartphone. Join our LinkedIn Group or connect with us on Facebook, Twitter and YouTube. Learn more at [www.concur.com](http://www.concur.com).

#### Regional Sales Executive

February 2012 - September 2014 (2 years 8 months)

Eden Prairie, Mn

Regional Sales Representative Small Business Accounts at Concur Technologies

Concur is a leading provider of integrated travel and expense management solutions. Concur's easy-to-use Web-based and mobile solutions help companies and their employees control costs and save time. Concur's systems adapt to individual employee preferences and scale to meet the needs of companies from small to large. With Concur's mobile application, you can create, review and approve expense reports and book and change your travel itinerary – hotels, airfare, taxis, rail and rental cars – all from your

smartphone. Join our LinkedIn Group or connect with us on Facebook, Twitter and YouTube. Learn more at [www.concur.com](http://www.concur.com).

### Soccer Express USA Inc.

10 years 2 months

#### Director of Team Sales

December 2005 - January 2012 (6 years 2 months)

Director of TEAM Sales is responsible for the continued growth of group apparel and equipment sales for Soccer Express. Personally responsible for sales team and their execution of sales and support to customers.

#### Retail Sales Manager

December 2003 - December 2005 (2 years 1 month)

Manage the operations of a local Soccer specialty retail location. Included duties included employee management, inventory management, purchasing, receiving and marketing/advertising.

#### Retail Sales Associate

December 2001 - December 2003 (2 years 1 month)

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## Education

### University of St. Thomas

BA, Business Management · (1999 - 2003)

## Contact

[www.linkedin.com/in/megansalmela](http://www.linkedin.com/in/megansalmela) (LinkedIn)  
[vancopayments.com](http://vancopayments.com) (Company)

## Top Skills

Lead Generation  
Healthcare Information Technology  
EHR

## Certifications

Skills for Inclusive Conversations  
Unconscious Bias  
Diversity, Inclusion, and Belonging  
Pragmatic Certified Product Marketer

# Megan S.

Senior Director Of Marketing at Vanco  
Minneapolis

## Summary

Creative and performance-driven marketing leader with over 15 years working in marketing, product marketing and communications roles within software industry.

- Lead Generation and Campaign Management
- Product Marketing and Lead/Demand Generation
- Marketo / Salesforce / Hubspot experience
- Content Creation and Curation
- Product Certification
- Tradeshow / Conference coordination
- Pragmatic Marketing Certifications (Foundations + Market)
- Agile Marketing

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## Experience

Vanco  
Senior Director Of Marketing  
June 2018 - Present (2 years 6 months)  
Bloomington, MN

ABILITY Network  
2 years 8 months  
Director of Market Managers  
February 2016 - May 2018 (2 years 4 months)  
Greater Minneapolis-St. Paul Area

Market Manager  
October 2015 - February 2016 (5 months)  
Greater Minneapolis-St. Paul Area

Responsible for creating marketing strategies that accelerate meaningful lead and demand generation resulting in increased sales revenues for the ambulatory and strategic partner business segments. Assist in crafting key messaging and positioning for the ABILITY services and applications within these business segments. Also responsible for the conception and

development of innovative marketing programs that drive a ROI using social media, pay per click and other marketing mediums.

#### LSS Data Systems

4 years 2 months

Director, Marketing

August 2009 - June 2011 (1 year 11 months)

Manager, Marketing

May 2007 - August 2009 (2 years 4 months)

#### LSS Data Systems

3 years 8 months

EHR Project Manager, Marketing & Corporate Communications

2004 - May 2006 (2 years)

Communications Specialist, Corporate Communications

January 2003 - 2004 (1 year)

Billing Support Specialist

March 2003 - August 2003 (6 months)

Receptionist

October 2002 - February 2003 (5 months)

Minneapolis Public Schools

Student and Substitute Teacher

August 2001 - June 2002 (11 months)

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## Education

Carleton College

BA, English · (1997 - 2001)

## Contact

steve.j.lentz@gmail.com

[www.linkedin.com/in/steve-lentz-5328061a](http://www.linkedin.com/in/steve-lentz-5328061a) (LinkedIn)

## Top Skills

US GAAP

System Implementations

Accounting

## Certifications

Advance Your Skills as a Manager

Improve Your Problem-Solving Skills

Building Resilience

Become a Senior Manager

Excel: PivotTables in Depth

# Steve Lentz

Controller, Revenue Operations at Vanco

Osseo

## Experience

### Vanco

Controller, Revenue Operations

September 2018 - Present (2 years 3 months)

Minneapolis, MN

Merged with Connexeo Sep 2018

### Connexeo

Corporate Controller

September 2017 - September 2018 (1 year 1 month)

Minneapolis

Merged with Vanco Sep 2018

### Community Brands

Controller

January 2017 - August 2017 (8 months)

Controller of Education Brands, a division of Community Brands

### Hollander

4 years 3 months

Accounting Manager

May 2014 - January 2017 (2 years 9 months)

Plymouth, MN

### Senior Accountant

November 2012 - April 2014 (1 year 6 months)

### KPMG

Senior Audit Associate

January 2011 - November 2012 (1 year 11 months)

### Carpenter, Evert & Associates

Staff Auditor

January 2009 - December 2010 (2 years)



## Education

Metropolitan State University  
Bachelor, Accounting, Economics

Minnesota State University, Mankato



## Contact

jd.jfdorris@gmail.com

[www.linkedin.com/in/jennifer-dorris-5768b128](http://www.linkedin.com/in/jennifer-dorris-5768b128) (LinkedIn)  
[www.mfg.com](http://www.mfg.com) (Other)

## Top Skills

Mergers

Team Leadership

Strategic Planning

## Certifications

Diversity, Inclusion, and Belonging

Unconscious Bias

Skills for Inclusive Conversations

# Jennifer Dorris

Chief Financial Officer at Vanco Payment Solutions

Atlanta

## Experience

Vanco Payment Solutions

4 years 11 months

Chief Financial Officer

January 2016 - Present (4 years 11 months)

400 Northridge Road, Atlanta, GA

Vanco Payment Solutions is the leading provider of payment solutions primarily to faith based organizations. Additionally, the company provides specialized electronic payment solutions for churches, nonprofit organizations, schools, and healthcare entities.

Chief Financial Officer

January 2016 - Present (4 years 11 months)

Ameriflight, LLC

Chief Executive Officer and Board Member

January 2014 - January 2016 (2 years 1 month)

Dallas, TX

Ameriflight LLC is a certificated Air Carrier operating under Part 135 of the Federal Aviation Regulations. We serve priority freight forwarding companies, financial institutions, courier services, and other business customers.

Ameriflight operates from major maintenance and domicile bases in Burbank, Cincinnati, Dallas, Oakland, Omaha, Ontario, Phoenix, Portland, Salt Lake City, Seattle, as well as San Juan and Borinquen, Puerto Rico.

MFG.com

Chief Executive Officer

November 2011 - December 2013 (2 years 2 months)

Atlanta, GA

Cloud based supplier management SaaS solution for the manufacturing industry combined with a global on-line marketplace for the manufacturing community connecting sourcing professionals with job shops and contract manufacturers of engineered to order parts.

Prommis Solutions

President  
November 2009 - November 2011 (2 years 1 month)  
Atlanta, GA

Express 1  
Board Member  
2005 - 2011 (6 years)

Prommis Solutions  
Chief Financial Officer  
2006 - 2009 (3 years)  
Atlanta, GA

SmartMail, LLC  
Chief Financial Officer  
2001 - 2005 (4 years)

WebMD  
VP of Finance, Controller  
1997 - 2001 (4 years)  
Atlanta, GA

Led the financial integration of over 20 acquired entities. Integrated Oracle Financials. Built accounting staff from 1 to 70.

HLB Gross Collins, P.C.  
Audit Manager  
1994 - 1998 (4 years)  
Atlanta, GA

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## Education

Georgia State University - J. Mack Robinson College of Business  
MBA, Finance and Accounting

## Contact

Scott.Smith@vancopayments.com

[www.linkedin.com/in/dscottsmithathens](http://www.linkedin.com/in/dscottsmithathens) (LinkedIn)

## Top Skills

SaaS

E-Learning

Enterprise Software

## Honors-Awards

Circle of Excellence

Circle of Excellence

SE of the Year

Circle of Excellence

President's Club (2008, 2009, 2010)

## Publications

Shannon Forte Blackboard Blog

# D. Scott Smith

Vice President, Client Success Partnerships and Implementation Services at Vanco

Atlanta Metropolitan Area

## Summary

Favorite Customer Success / Sales quotes:

"Give someone the responsibility for listening to your customers, and give them the authority to act on what they hear."

-- Guy Letts

"Remember, the customer's perception is your reality."

-- Kate Zabriskie

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Scott is recognized as an expert in the field of Education. His primary areas of interest include, e-learning, assessment, instructional technology, and organizational change management. He is a strong leader who enjoys building and empowering high functioning, professional teams.

Scott is highly adept at developing relationships with prospects, customers, and partners, based on understanding their needs and delivering appropriate and scalable solutions. Scott is also highly skilled at coordinating complex projects, through effective team leadership and coordination with partners.

## Experience

Vanco

Vice President, Client Success Partnerships and Implementation Services

April 2019 - Present (1 year 8 months)

Greater Atlanta Area

Blackboard

8 years 9 months

Senior Director, Global Client Success - N.A. Higher Education, K-12 and Business / Government

January 2017 - April 2019 (2 years 4 months)

Greater Atlanta Area

Director, Client Success, North American Higher Education

September 2013 - January 2017 (3 years 5 months)

Greater Atlanta Area

Selected by leadership to build out a new team of Customer Success professionals in support of our North American Higher Education market. Assembled a team of eight highly qualified Customer Success Advocates, almost all of whom were former customers of Blackboard. Spent the last three years defining our Customer Success culture here at Blackboard.

At the end of 2013, Blackboard made a series of key strategic investments in both the development of its solutions and the overall service levels it provided to its customers. New approaches to design, new product lines, new end-user experiences, and a new approach to customer service complemented the culture of Customer Success that Blackboard was working to establish.

At Blackboard, Customer Success Advocates are viewed as trusted advisors throughout the customer lifecycle. Our mission is to ensure each customer is successful in the adoption of our platforms and to advocate for our customer's at the forefront of our business. End user needs have driven the vast majority of change we've seen over the last three years. Our customers are responding very positively to our investment in their success.

#### Achievements

- ▶ Created a culture of Customer Success from the ground up in support of a \$300M BoB.
- ▶ Advanced account strategies in support of organic growth.
- ▶ Defined and implemented customer health metrics.
- ▶ Created CSA sales enablement & training programs to support growth and adoption.
- ▶ Executed strategic marketing campaigns to generate leads for expansion and new business.
- ▶ Member, Blackboard Leadership Team

Director, Global Pre-Sales / Solutions Engineering

August 2010 - September 2013 (3 years 2 months)

Greater Atlanta Area

Wimba and Elluminate, the top two market leaders in online collaboration solutions, were acquired by Blackboard in July 2010.

Scott was selected to lead the combined Wimba / Elluminate Solution Engineering Teams as a result of the July 2010 M&A. Scott quickly solidified and expanded the newly combined team in support of pre-sales activities for the newly formed Blackboard Collaborate line of business.

Scott had direct responsibility for strategic sales coordination efforts and quota attainment within domestic and international markets across three verticals: K12, Higher Education, and Corp/Gov. He led a high-functioning team of industry experts whose primary role is to advance new business across North America and RoW. He also had direct responsibility for developing, leading and conducting sales enablement efforts and competitive intelligence.

Scott's greatest strengths are his creativity, drive and leadership skills. He thrives on challenges, particularly those that expand the company's reach. His most recent project involved a sales enablement effort that yielded 1.7M in year-to-date indirect revenue and an enhanced indirect pipeline of 7.0M.

#### International Engagements:

- ▶ 2013 - Partnership Development Team: Turkish Ministry of Education Teacher Development Init.
- ▶ 2013 - The Open University (UK) Sales / Implementation Team
- ▶ 2012 - Latin America Partner Reseller Sales Enablement Team Lead, Mexico City, Mexico.

#### Positions / Achievements:

- ▶ 2010, 2011, 2012, 2013 - Blackboard Collaborate Sales Leadership Team
- ▶ 2011, 2012, 2013 - Circle of Excellence
- ▶ 2011 - Blackboard SE of the Year

#### Wimba

Associate Director, Global Sales Engineering  
September 2006 - September 2010 (4 years 1 month)  
New York, New York

Sales Leadership Team (2008-2010)

#### Strategic / Enterprise Sales Team (2008-2010)

Led a global team of Functional and Technical Solutions Engineers supporting new business acquisition for North American and International Higher Education markets.

Led international partner / reseller enablement in support of \$30M+ international sales pipeline.

#### Key Wins:

- ▶ North Carolina Virtual Public School
- ▶ White Hat Management
- ▶ Mississippi State Board of Junior and Technical Colleges
- ▶ Kentucky Community and Technical College System
- ▶ Pennsylvania State Higher Education System
- ▶ State University System of New York
- ▶ UMASS Online
- ▶ North Dakota University System
- ▶ Ivy Tech Community College System
- ▶ New Mexico (IDEAL - K20)
- ▶ University System of Georgia (2/3 of State)
- ▶ Appalachian College Association

President's Club - 2008, 2009, 2010

#### Professional Services Manager (2006, 2007, 2008)

- ▶ Designed and Implemented Wimba's Professional Services Program
  - ... Customer On-boarding
  - ... Implementation Delivery
  - ... Training Services
  - ... Technical Services
  
- ▶ Customer Success - primary driver. Focused on growth and adoption of licensed solutions.
  - ... Professional Services deemed required for all new sales after 2007
  - ... New channel of revenue generation for the company
  - ... Immediate increase in customer satisfaction
  - ... Immediate increase in renewal / retention rates

## University of Georgia

Senior Manager, Instructional Services, College of Education

July 2001 - September 2006 (5 years 3 months)

Athens, Georgia

Led a department of three full-time and ten part-time media developers and instructional design consultants. This team supported 300 full time faculty and 5000+ students within the College of Education. Housed in the Dean's Office, my team and I provided thought leadership in the areas of instructional technology policy, strategy, and design.

### Accomplishments

- ▶ 2004 Successful NCATE Review
- ▶ 2006 Successful SACS Review
- ▶ 2002 e-Portfolio Search, Selection, and Implementation (LiveText)
- ▶ Founded the Teaching with Instructional Technology Team
- ▶ Vista Evaluation and Networking Team (Chair, 2003 & 2004)
- ▶ Assisted the College of Education in launching three fully online programs
- ▶ Provided Tier 1 support for 5000+ students and 300+ faculty (Online, Hybrid and Face-to-Face)
- ▶ Managed annual discretionary budget of \$250,000

## Clarke County School District

Classroom Teacher, 5th Grade

August 2000 - July 2001 (1 year)

Winterville, Georgia

Recognized as an innovator. First teacher in the district to incorporate online Learning Management Systems into day-to-day instruction.

Authentic assessment was a key area interest which was explored through several unique projects. Students kept online audio journals designed as formative assessment vehicles. Students were asked to reflect on their learning processes, including knowledge acquisition, areas in need of remediation, peer review, etc. Oral examinations tied to state standards, were also used as summative assessments throughout the year. These were then shared with parents as direct artifacts of student learning during parent-teacher conferences.

Our model included block scheduling with ability grouping. Taught lower (remedial) Language Arts, Advanced Mathematics, and mixed groups for both Science and Social Studies.

### WebCT

Director, Sales Engineering / Champion Services  
January 1998 - August 2000 (2 years 8 months)

Recruited into WebCT by Murray Goldberg (Founder). Hired on as WebCT's first Champion. The role of Champion was based on the role of the Apple Evangelist from the late 80's early 90's. As a former customer who had successfully implemented WebCT, playing the role of WebCT Champion in support of WebCT sales and marketing was a natural fit.

Promoted to Director, six months after being hired. Built a team of three additional full-time Champions and forty Visiting Champions. The Champions program we built was instrumental in securing an 80% win rate in head-to-head competitions over the two year period it was in existence.

Featured Article: Greg Jarboe, Vice-President of Marketing -- "The Zoology of Champions"

### Major Accomplishments

- ▶ 1998 - 2000 WebCT Due Diligence Team, Private Placement Offering
- ▶ Private Placement Offering secured \$25M in VC funding (led by Charles Schwab)
- ▶ Conference Co-Chair: 2000 WebCT International Conference, Athens, Ga.

Pre-Sales Support for acquisition of statewide system agreements in support of \$4.5M ACV

- ▶ University System of Georgia
- ▶ University System of Utah
- ▶ University System of North Dakota

### International Presentation:

- ▶ Hong Kong Polytechnic University, Presentation Title: WebCT: Advancing Online Education



Board of Regents of the University System of Georgia  
Program Manager / Lead Instructional Designer, Distance Learning  
June 1996 - December 1997 (1 year 7 months)  
Athens, Georgia

Developed the first fully online courses for the University System of Georgia.  
Advocated for the adoption of WebCT system wide. Successful statewide  
agreement for WebCT -- 1998. Left position with the USG system to join  
WebCT in early 1998,

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## Education

The University of Georgia  
Graduate Course Work, Instructional Technology · (1996 - 1998)

Georgia State University  
Bachelor of Science (B.S.), Secondary Education and Teaching · (1992 - 1994)

The University of Georgia  
Bachelor of Arts (B.A.), Sociology · (1987 - 1992)

29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

**Reference 1**

New Tier THSD 203 (IL)  
Kari Schugel, Director of Business Services  
Northfield, IL  
Phone: 847-784-2660  
E-Mail: spiwakm@newtrier.k12.il.us  
17 years with RevTrak  
PowerSchool Integration with RevTrak (Link: <https://newtrier.revtrak.net/>) and  
Food Services Solutions  
Annual Volume: Treated as client confidential. We are not able to provide this data point.

**Reference 2**

Lyons THSD 204 (IL)  
Ed Tannant, Director of Technology  
LaGrange, IL  
Phone: 708-579-6478  
E-Mail: etennant@lths.org  
13 years with RevTrak  
RevTrak Webstore Client: (Link: <https://lths.revtrak.net/>)  
Annual Volume: Treated as client confidential. We are not able to provide this data point.

**Reference 3**

Eanes ISD (TX)  
Cindy Weeks/Accounting Manager  
Austin, TX  
Phone: 512-732-9000 x20517  
E-Mail: cweeks@eanesisd.net  
17 years with RevTrak  
RevTrak Webstore Client <https://eanes.revtrak.net/>  
Annual Volume: Treated as client confidential. We are not able to provide this data point.

- 30. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
Not Applicable – We are not currently a member of any group purchasing organizations.		

31. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

N/A

32. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

N/A

33. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

We attest that we are not presently (not have been in the past) involved in any litigation, bankruptcy or reorganization.

34. Felony Conviction Notice – Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable  
 Is not owned or operated by anyone who has been convicted of a felony.  
 Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**VALUE ADD:**

35. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

- a. A co-branded press release within first 30 days

Yes. Vanco will release a co-branded news release within the first 30 days through our various promotional channels including website, social media, and email.

- b. Announcement of award through any applicable social media sites

Yes. Vanco will promote the announcement of award through our various social media sites, including Twitter, Facebook, and LinkedIn.

- c. Direct mail campaigns

Yes. Cobranding collateral and materials will be included in Vanco's marketing campaigns.

d. Co-branded collateral pieces

Yes. Cobranding collateral and materials will be included in Vanco's marketing campaigns.

e. Advertisement of contract in regional or national publications

Yes. Vanco's promotional programs includes advertisement in regional/national publications.

f. Participation in trade shows

Yes. Vanco's promotional programs includes attending regional and national tradeshows appropriate to the markets we serve, both virtually and in person. This participation is dependent upon schedule and availability of appropriate tradeshows/events within the first 90 days.

g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:

- i. Equalis Group and Region 10 ESC Logo
- ii. Link to Equalis Group and Region 10 ESC website
- iii. Summary of contract and services offered
- iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Vanco will create a web-based homepage to meet all the above criteria.

h. Announcement within your firm, including training of the agreement with your national sales force

Vanco's entire sales team will be trained and enabled on the Region 10 ESC agreement.

i. Marketing the agreement to new and existing government customers

Vanco will train and enable our existing client sales and client success teams on the Region 10 ESC agreement, and will support same-store sales via marketing programs, including but not limited to training presentations, webinars, collateral, etc.

Vanco will design and implement a Marketing programs to support the award of the contract by Equalis Group and Region 10 ESC. Upon award, and within a 90-day period, Vanco's go-to-market process will be deployed. A sample 90-day plan is included below.

1. Define value propositions specific to award.
2. Develop sales enablement and training materials to support initial launch to include messaging, sales presentation slides, email templates, sales promo, and a cobranded PDF.

3. Co-branded press release posted to website and promoted via all social channels.
4. Develop Co-branded marketing collateral
5. Contact acquisition of target buyer persona within Region 10 ESC
6. Custom co-branded landing page, conversion oriented in design, and form with summary of services offered, link to Equalis Group and Region 10 ESC websites, details of contract and award, and appropriate messaging to drive to a dual call-to-action (CTA) including demo request and co-branded gated collateral.
7. Co-branded joint webinar with Equalis Group and Region 10 ESC Members, including email invite series and a supporting call campaign to register prospects for webinar
8. Targeted co-branded direct mail campaign
9. Participation in regional and national tradeshow, virtual and in-person where possible, as appropriate
10. Ongoing campaigns including the above.

36. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes, we agree.

37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

If awarded a contract, Vanco marketing and sales efforts to Region 10 will be a priority. We expect that our efforts will positively impact sales, and we will be agile to shift additional resources to benefit sales growth in Region 10 ESC as would be mutually beneficial. Vanco has an internal marketing team that develops most of the creative assets and collateral to support marketing campaigns. We will leverage our internal marketing team to drive campaigns and expenditures to support marketing and sales efforts. Below is our projected marketing spend in years one through three.

(Our planned marketing spend amounts over the next three years are requested as Vanco Proprietary and Confidential)

\$ [REDACTED] in year one  
 \$ [REDACTED] in year two  
 \$ [REDACTED] in year three

38. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

We will leverage our decades of industry knowledge and our effective sales and marketing teams to work with participating public agencies to provide cost effective solutions. Through this partnership, we can make marketing and sales efforts more cost effective for all.

## Appendix B:

### PRICING

#### Attachment B

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free in order to be made available under the contract.

Pricing must be entered into each worksheet within the Attachment B as follows:

#### Products/Services Price List

- Please provide all individual product/service pricing here.
- All relevant columns in this worksheet should be completed. Incomplete fields or columns may be deemed unresponsive at the sole discretion of Region 10 ESC.

#### Other Pricing & Discounts

- This worksheet is provided as a supplement to allow respondents to provide pricing by category or other broad definition in addition to or in lieu of the Products/Services Price List.
- Respondents may provide a calculation for pricing on all products available under the scope of this RFP. The calculation should be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- Additional services such as installation, tech support, training, and other services not already included in the Products/Services Price list should be provided in this worksheet.
- All other discounts may be provided here

Vanco's Response → All requested information has been provided in Attachment B.

#### **Not to Exceed Pricing**

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Agreed

#### **Other Discounts or Enhanced Pricing**

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

Completed within Attachment B

**Other Restrictions and Fees**

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

Completed within Attachment B



## **Appendix C:**

### **CERTIFICATES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

At this time, Vanco is not in possession of any certificates like those mentioned above.

## **Appendix D:**

### **VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

Please refer to the last section in this document (Page 186). Additional solution materials have been provided for your review. We hope the collateral shared in this section will provide a deeper awareness of all that our wide array of solutions has to offer.

## **Appendix E:**

### **VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form (“Contract”) is made as of Nov. 5<sup>th</sup>, 2020, by and between Vanco Inc. d/b/a RevTrak and others (see Appendix A, item 1) (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of Payment Products and Solutions (“the products and services”).*

### **RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at ***Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081***

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### **ARTICLE 1- GENERAL TERMS AND CONDITIONS**

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

**Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## ARTICLE 3- REPRESENTATIONS AND COVENANTS

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

#### **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at anytime.

## **ARTICLE 6- LICENSES**

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

**ARTICLE 8- BILLING AND REPORTING**

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as

\*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required



	Admin Fee % <b>*required</b>
	Admin Fee \$ <b>*required</b>

**ARTICLE 9- PRICING**

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price

on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

#### **ARTICLE 10- PRICING AUDIT**

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

#### **ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS**

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC

reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site

or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

#### **ARTICLE 13- MISCELENOUS**

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in

Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo for any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

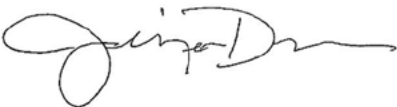
13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

**CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Vanco  
Address 400 Northridge Rd. #1200  
City/State/Zip Atlanta, GA 30350  
Telephone No. +1 800-675-7430  
Fax No. N/A  
Email address Jennifer.Dorris@vancopayments.com  
Printed name Jennifer Dorris  
Position with company CFO  
  
Authorized signature \_\_\_\_\_

Term of contract January 1, 2021 to December 31, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
\_\_\_\_\_  
Region 10 ESC Authorized Agent

1/27/21  
\_\_\_\_\_  
Date

Rickey Williams  
\_\_\_\_\_  
Print Name

Equalis Group Contract Number R10-1107C

## Appendix F:

### ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

### FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

### FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

### GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.



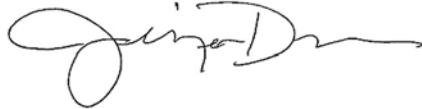
**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Vanco Inc.

Title of Authorized Representative: Jennifer Dorris, Chief Financial Officer

Mailing Address: 400 Northridge Rd, Suite 1200, Atlanta GA 30350



Signature: \_\_\_\_\_

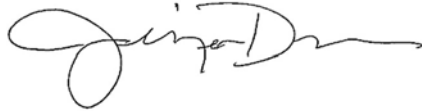
**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Vanco Inc.

Title of Authorized Representative: Jennifer Dorris, Chief Financial Officer

Mailing Address: 400 Northridge Rd, Suite 1200, Atlanta GA 30350



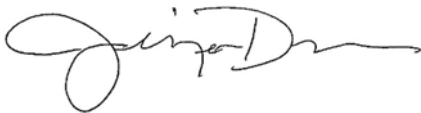
Signature: \_\_\_\_\_

**DOC #3 LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



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Signature of Respondent

11/05/2020

---

Date

**DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor’s Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

**Fingerprint & Criminal Background Checks**

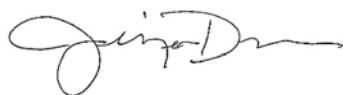
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



---

Signature of Respondent

11/05/2020

---

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR**     Vanco Inc    

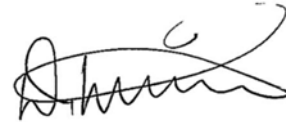
**ADDRESS**     400 Northridge Rd. Suite 1200    

    Atlanta GA 30350    

**PHONE**     800-675-7430    

**FAX**     N/A    

**RESPONDANT**



Signature

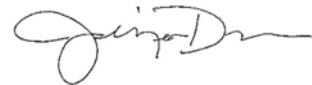
    D. Scott Smith    

Printed Name

    Vice President, Client Success    

Position with Company

**AUTHORIZING OFFICIAL**



Signature

    Jennifer Dorris    

Printed Name

    Chief Finance Officer    

Position with Company

## **DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Vanco  
Minneapolis, MN United States

**Certificate Number:**  
2020-686382

**Date Filed:**  
11/04/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 10 ESC

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Award Review Pending  
Electronic Payment Solutions, Education and Administration Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information: What is your resident state? (The state your principal place of business is located.)

Vanco	400 Northridge Rd, Suite 1200
Company Name	Address

Atlanta	Georgia	30350
City	State	Zip



**DOC #10 FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?   
(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**


When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does vendor agree?   
(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree?  \_\_\_\_\_  
(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.


Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree?  \_\_\_\_\_  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree?  \_\_\_\_\_  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.


Vendor agrees to comply with the above requirements when applicable.

Does vendor agree?   
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?   
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?   
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**


Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-

Lobbying Amendment (31 USC 1352).

Does vendor agree?   
(Initials of Authorized Representative)


**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?   
(Initials of Authorized Representative)


**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree?   
(Initials of Authorized Representative)


**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?   
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

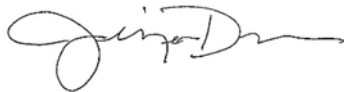
Does vendor agree?   
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Vanco

---

Company Name



---

Signature of Authorized Company Official

Jennifer Dorris

---

Printed Name

Chief Finance Officer

---

Title

11/05/2020

---

Date

**DOC #11      ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC

member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



11/05/2020

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Signature of Respondent

Date



**DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Vanco  
**Street:** 400 Northridge Rd. Suite 1200  
**City, State, Zip Code:** Atlanta GA 30350

Complete as appropriate:

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.


**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
NONE		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Authorized Signature and Title

11/05/2020  
\_\_\_\_\_  
Date

**DOC #13      NON-COLLUSION AFFIDAVIT**

**Company Name: Vanco**  
**Street: 400 Northridge Rd. Suite 1200**  
**City, State, Zip Code: Atlanta, GA 30350**

*State of New Jersey*

County of \_\_\_\_\_

I, Jennifer Dorris of the City of Atlanta  
Name                                          City

in the County of Fulton, State of Georgia

*of full age, being duly sworn according to law on my oath depose and say that:*

I am the Chief Finance Officer of the firm of Vanco  
Title                                                  Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Vanco  
Company Name

  
Authorized Signature & Title

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires       , 20\_\_\_\_

SEAL

Company Name: Vanco

Street: 400 Northridge Rd. Suite 1200

City, State, Zip Code: Atlanta GA 30350

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts*

*(Exhibit A) Vendors must submit with proposal:*

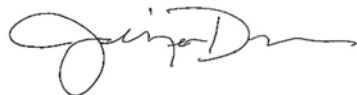
- 1.      *A photo copy of their Federal Letter of Affirmative Action Plan Approval* \_\_\_\_\_  
         OR
- 2.      *A photo copy of their Certificate of Employee Information Report* \_\_\_\_\_  
         OR
- 3.      *A complete Affirmative Action Employee Information Report (AA302)* \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form* \_\_\_\_\_
- B. *AA201-A upon receipt from the Harrison Township Board of Education*
- C. *Approved Federal or New Jersey Plan – certificate enclosed* \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

*Vanco Response ... At present we do not have employees in NJ.*



\_\_\_\_\_  
**Authorized Signature and Title**

11/05/2020

**Date**

**PROCUREMENT, PROFESSIONAL AND SERVICE**

**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

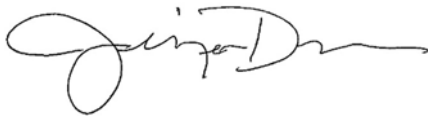
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which

engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



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Signature of Procurement Agent

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2).

Additional information is available in Local Finance Notice 2006-1

([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## DOC #15 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Vanco		
Address:	400 Northridge Rd		
City:	Atlanta	State: GA	Zip: 30350

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Jennifer Dorris

Chief Finance Officer

Signature

Printed Name

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Nothing to disclose ... N/A			\$

Check here if the information is continued on subsequent page(s)





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A.**

**19:44A-**

**20.26**

**County**

**Name:**

State: Governor, and Legislative Leadership

Committees Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY- BASED, CUSTOMIZABLE FORM.**

**DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2_.	_____ (Affiant)
(Notary Public)	_____ (Print name)
My Commission expires:	(Corporate Seal)

**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions.

To complement our acceptance of all terms and conditions in this agreement, we have provided blank copies of our contracts for your review. See next page.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## **Supplemental: Vanco Contracts and Agreements**

### **Vanco Contracts and Agreements**

For your review, we have provided the standard contracts, terms and agreements for our solutions.

ASAP

## Subscription Services Agreement

This Subscription Services Agreement (“Agreement”) governs the purchase of a license to access and use the services identified in the invoice to which this Agreement is attached or linked by the customer named on such invoice (“Customer”) as submitted electronically to Administrative Software Applications, Inc. (together with its affiliates, “ASAP”). This Agreement shall also govern the use of any additional services Customer may purchase from ASAP now or in the future (together, with the services identified in the order form, “Services”). By accepting this Agreement by clicking a box indicating Customer’s acceptance or by executing an order form that references this Agreement, Customer agrees to this Agreement. If Customer is a corporation or other legal entity, Customer and the individual accepting this Agreement each represents that such individual has the authority to bind such entity to this Agreement. If Customer does not agree with this Agreement, Customer must not accept this Agreement and may not use the Services or deliverables. This Agreement is effective between Customer and ASAP as of the date of Customer’s acceptance of this Agreement (the “Effective Date”).

Incorporation of Terms of Use . The ASAP Terms of Use (“Terms”) are incorporated herein by reference, and capitalized terms used in this Agreement that are not otherwise defined herein have the meaning set forth in the Terms. All references applicable to a “User” in the Terms apply to Customer.

Subscriptions and Orders . One or more order forms sent by ASAP to Customer shall contain the detailed terms of Customer’s order (each, an “Order Form”). In the event of a conflict between the terms of this Agreement and any Order Form, the terms of this Agreement shall control unless the Order Form explicitly states that such conflicting terms in this Agreement shall not apply, but be superseded by the relevant provisions of that Order Form for purposes of that Order Form. To the extent Customer has purchased a subscription, Customer’s subscription grants Customer access to the applicable Service for the term of the subscription as set forth in the Order Form (“Subscription”). During such Subscription term, Customer may access and use the Services and ASAP Content solely for its internal business operations and for no other purpose. ASAP reserves the right to immediately suspend Customer’s access to the service in the event of any suspected or alleged breach of this Agreement (including, without limitation, Customer’s failure to pay applicable fees).

Authorization . The Customer hereby authorizes ASAP to access its existing domain registrar and web hosting account and authorizes the web hosting services, if other than ASAP, to provide ASAP with “full permission” for the Customer’s webpage directory, and any other directories or programs which need to be accessed for ASAP’s performance of the Services.

Limited License to Access and Use Service . Upon timely payment by Customer of all amounts due under the applicable Order Form and provided that Customer is not otherwise in default of its obligations under this Agreement, ASAP shall grant to Customer (except as otherwise specifically provided in any applicable Order Form) a nonexclusive, worldwide, personal, royalty-free, non-sublicensable and nontransferable license (the “License”) to access the Service during the Term. The License and continued access to the Service is subject to the following limitations. The License is granted only for use in Customer’s internal business operations and Customer shall not use the Service to perform operations for other parties. Customer shall promptly report to ASAP any suspected malfunctions or defects in the Service.

Ownership of Intellectual Property . ASAP shall retain all ownership rights to all ASAP Content and other Intellectual Property Rights and technology relating to the Services. The parties hereto agree and acknowledge that neither the Services, nor any customizations, modifications, enhancements, updates, new releases or deliverables are or shall be construed as “works made for hire” under the U.S. Copyright Act, 17 U.S.C. Sec. 101. ASAP may place copyright and/or proprietary notices, including hypertext links within and on the Services. Customer may not alter or remove such notices or text without ASAP’s written permission. Customer acknowledges that ASAP has the right, in its sole discretion, to modify the Service at any time during the term of the Subscription, including through enhancements to the underlying software, other technology, offered features, or otherwise.

**Customer Responsibilities** . Customer is responsible for all actions of its agents, employees, subscribers and Users accessing and using the Service, including, without limitation, using any user name, password, or other login credentials of Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and shall notify ASAP promptly of any such unauthorized use of which it becomes aware. In no event will ASAP be liable to Customer or anyone else for any decision made or action taken by persons in reliance on news and information provided on User Content. Customer shall be responsible for all acts or omissions of Customer. Customer represents and warrants that Customer shall comply with applicable law with respect to the Services and that Customer is duly authorized to enter into this Agreement. Customer shall defend, indemnify and hold harmless ASAP, all individuals or entities controlling, controlled by or under common control with ASAP (each, a "ASAP Affiliate"), and the officers, directors, attorneys and employees of ASAP and each ASAP Affiliate (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which an Indemnified Party may become subject that arise out of, or relate to (i) Customer's use of the Service, (ii) Customer's infringement or misappropriation or alleged infringement or misappropriation of any Intellectual Property Rights, (iii) User Data, including any claims that such data is obscene or otherwise inappropriate, or (iv) any gross negligence or willful misconduct of Customer. Customer shall reimburse an Indemnified Party for all legal and other expenses, including, without limitation, reasonable attorneys' fees incurred by such Indemnified Party in connection with investigating, defending or settling any Losses.

**Fees and Payment** . Customer shall pay the fee amounts set forth in each applicable Order Form to ASAP. Such consideration may be an annual subscription fee, fixed amounts, transaction fees, hourly charges or other form of compensation as specified in the applicable Order Form. Unless explicitly stated otherwise in the Order Form, all fees are non-refundable. For annual fees, Customer is liable for the full annual fee upon the Effective Date and each anniversary thereof, regardless of whether such fee is paid in full at such time or ASAP allows it to be paid through installment payments over the term of the Subscription. ASAP reserves the right to increase the annual fee and other fees upon giving Customer not less than 60 days prior notice. Customer shall have paid the applicable fees in full at the time Customer accepted this Agreement, or, if applicable, ASAP shall invoice Customer or collect installment payments from Customer's credit card or other account as described in the applicable Order Form. Any additional charges, including, without limitation, any costs, expenses, disbursements, accrued interest, late fees and any other charges may be invoiced in arrears and appear on monthly invoices. In all cases, payments for charges are due upon receipt by Customer of the invoices for such charges in United States dollars. In addition to any other remedies that may be available to ASAP under this Agreement or applicable law, any balance that is not paid in full 30 days after receipt by Customer of the invoice therefor shall be subject to interest at the lesser of 1.5% per month or the highest amount permitted by law, based on the actual number of days outstanding. Customer shall be liable for, and shall reimburse ASAP and indemnify and hold ASAP harmless from all local, state, federal and non-United States taxes or similar assessments or charges (including any interest and penalties imposed thereon), other than taxes based on the net income of ASAP, arising out of, or relating to this Agreement. If Customer is a tax-exempt organization, Customer shall provide ASAP a copy of its sales-tax exemption certificate. Following ASAP's receipt of such certificate, ASAP will reflect any applicable exemptions on invoices to Customer.

**Term and Termination** . The initial term of this Agreement shall commence on the Effective Date and shall remain in effect until the earlier of (a) the first anniversary of the Effective Date (the "Initial Expiration Date") unless the applicable Order Form provides for an initial term of a longer period, or (b) termination of this Agreement in accordance with this Section (the "Term"). The Term will be automatically extended beyond the Initial Expiration Date for additional successive periods of one year each. However, either party may terminate this Agreement effective as of the Initial Expiration Date or the next anniversary thereof by giving written notice of termination to the other party at least 30 days prior to the Initial Expiration Date or anniversary thereof, as the case may be. In addition, ASAP may terminate this Agreement including all Order Forms without notice to Customer in the event Customer is more than 30 days past due in making payment of any fee owed to ASAP. Upon the expiration or termination of this Agreement for any reason, those sections that by their nature are intended to survive any termination shall survive, and the parties' rights and responsibilities thereunder shall remain in full force and effect.



**Compliance**. If and to the extent applicable, ASAP and Customer will jointly ensure compliance with applicable laws, including the federal Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. Sec. 1232g), COPPA, CalOPPA and the California Education Code. If Customer or Users provide personally identifiable information of students (“PII”), ASAP acknowledges that ASAP is obtaining such personally identifiable information of students as a “school official” under Section 99.31 of FERPA for the purpose of providing the Services hereunder. ASAP maintains all applicable Payment Card Industry Data Security Standard (“PCI DSS”) requirements in respect of the Services.

**General**. Nothing in this Agreement or in the course of dealing between ASAP and Customer pursuant hereto shall be deemed to create between ASAP and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other. If the performance of this Agreement or any obligation hereunder (except the payment of monies due hereunder) is prevented, restricted or interfered with by reason of any event or condition beyond the reasonable control of such party (including, without limitation, acts of state or governmental action, international or domestic terrorism, riots, disturbance, war, fire, explosion, flood, hurricane, typhoon, earthquake or other act of God), the party so affected shall be excused from such performance, only for so long as and to the extent that such a force prevents, restricts or interferes with such party’s performance and provided that the party affected gives notice thereof to the other party and uses diligent efforts to remedy such event or condition. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument that specifically references the amendment of this Agreement and which is executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement. If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and the invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision. This Agreement, together with any Order Form that references this Agreement, constitutes the entire agreement between Customer and ASAP with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written understandings, quotations, communications, agreements and understandings with respect to the subject matter hereof.

Version number: 02/21/2018

# Charms

# SUBSCRIBER SERVICES AGREEMENT AND TERMS OF USE

This Subscription Services Agreement ("Agreement") governs the purchase of a license to access and use the services identified in the order form to which this Agreement is attached or linked by the customer named on such order form ("Customer") as submitted electronically to Dorian Business Systems, LLC. (together with its affiliates, "Dorian"). This Agreement shall also govern the use of any additional services Customer may purchase from Dorian now or in the future (together, with the services identified in the order form, "Services"). By accepting this Agreement by clicking a box indicating Customer's acceptance or by executing an order form that references this Agreement, Customer agrees to this Agreement. If Customer is a corporation or other legal entity, Customer and the individual accepting this Agreement each represents that such individual has the authority to bind such entity to this Agreement. If Customer does not agree with this Agreement, Customer must not accept this Agreement and may not use the Services or deliverables. This Agreement is effective between Customer and Dorian as of the date of Customer's acceptance of this Agreement (the "Effective Date").

Incorporation of Terms of Use. The Dorian Terms of Use ("Terms") are incorporated herein by reference, and capitalized terms used in this Agreement that are not otherwise defined herein have the meaning set forth in the Terms. All references applicable to a "User" in the Terms apply to Customer.

Subscriptions and Orders. One or more order forms submitted by Customer to Dorian shall contain the detailed terms of Customer's order (each, an "Order Form"). In the event of a conflict between the terms of this Agreement and any Order Form, the terms of this Agreement shall control unless the Order Form explicitly states that such conflicting terms in this Agreement shall not apply, but be superseded by the relevant provisions of that Order Form for purposes of that Order Form. To the extent Customer has purchased a subscription, Customer's subscription grants Customer access to the applicable Service for the term of the subscription as set forth in the Order Form ("Subscription"). During such Subscription term, Customer may access and use the Services and Dorian Content solely for its internal business operations and for no other purpose. Dorian reserves the right to suspend Customer's access to the service in the event of any alleged breach of this Agreement.

Limited License to Access and Use Service. Upon timely payment by Customer of all amounts due under the applicable Order Form and provided that Customer is not otherwise in default of its obligations under this Agreement, Dorian shall grant to Customer (except as otherwise specifically provided in any applicable Order Form) a nonexclusive, worldwide, personal, royalty-free, non-sublicensable and nontransferable license (the "License") to access the Service during the Term. The License and continued access to the Service is subject to the following limitations. The License is granted only for the use in Customer's internal business operations and Customer shall not use the Service to perform operations for other parties. Customer shall promptly report to Dorian any suspected malfunctions or defects in the Service.

Ownership of Intellectual Property. Dorian shall retain all ownership rights to all Dorian Content and other Intellectual Property Rights and technology relating to the Services. The parties hereto agree and acknowledge that neither the Services or any deliverables are or shall be construed as "works made for hire" under the U.S. Copyright Act, 17 U.S.C. Sec. 101. Dorian may place copyright and/or proprietary notices, including hypertext links within and on the Services. Customer may not alter or remove such notices or text without Dorian's written permission. Customer acknowledges that Dorian has the right, in its sole discretion, to modify the Service at any time during the term of the Subscription, including through enhancements to the underlying software, other technology, offered features, or otherwise.

Customer Responsibilities. Customer is responsible for all actions of its agents, employees, subscribers and Users accessing and using the Service, including, without limitation, using any user name, password, or other login credentials of Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and shall notify Dorian promptly of any such unauthorized

use of which it becomes aware. In no event will Dorian be liable to Customer or anyone else for any decision made or action taken by persons in reliance on news and information provided on User Content. Customer shall be responsible for all acts or omissions of Customer. Customer represents and warrants that Customer shall comply with applicable law with respect to the Services and that Customer is duly authorized to enter into this Agreement. Customer shall defend, indemnify and hold harmless Dorian, all individuals or entities controlling, controlled by or under common control with Dorian (each, a "Dorian Affiliate"), and the officers, directors, attorneys and employees of Dorian and each Dorian Affiliate (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which an Indemnified Party may become subject that arise out of, or relate to (i) Customer's use of the Service, (ii) Customer's infringement or misappropriation or alleged infringement or misappropriation of any Intellectual Property Rights, (iii) User Data, including any claims that such data is obscene or otherwise inappropriate, or (iv) any gross negligence or willful misconduct of Customer. Customer shall reimburse an Indemnified Party for all legal and other expenses, including, without limitation, reasonable attorneys' fees incurred by such Indemnified Party in connection with investigating, defending or settling any Losses.

**Fees and Payment.** Customer shall pay the fee amounts set forth in each applicable Order Form to Dorian. Such consideration may be an annual subscription fee, fixed amounts, transaction fees, hourly charges or other form of compensation as specified in the applicable Order Form. Unless explicitly stated otherwise in the Order Form, all fees are non-refundable. For annual fees, Customer is liable for the full annual fee upon the Effective Date and each anniversary thereof, regardless of whether such fee is paid in full at such time or Dorian allows it to be paid through installment payments over the term of the Subscription. Dorian reserves the right to increase the annual fee and other fees upon giving Customer not less than 60 days prior notice. Customer shall have paid the applicable fees in full at the time Customer accepted this Agreement, or, if applicable, Dorian shall invoice Customer or collect installment payments from Customer's credit card or other account as described in the applicable Order Form. Any additional charges, including, without limitation, any costs, expenses, disbursements, accrued interest, late fees and any other charges may be invoiced in arrears and appear on monthly invoices. In all cases, payments for charges are due upon receipt by Customer of the invoices for such charges in United States dollars. In addition to any other remedies that may be available to Dorian under this Agreement or applicable law, any balance that is not paid in full 30 days after receipt by Customer of the invoice therefor shall be subject to interest at the lesser of 1.5% per month or the highest amount permitted by law, based on the actual number of days outstanding. Customer shall be liable for, and shall reimburse Dorian and indemnify and hold Dorian harmless from all local, state, federal and non-United States taxes or similar assessments or charges (including any interest and penalties imposed thereon), other than taxes based on the net income of Dorian, arising out of, or relating to this Agreement.

**Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall remain in effect until the earlier of (a) the first anniversary of the Effective Date (the "Initial Expiration Date") unless the applicable Order Form provides for an initial term of a longer period, or (b) termination of this Agreement in accordance with this Section (the "Term"). However, either party may terminate this Agreement effective as of the Initial Expiration Date or the next anniversary thereof by giving written notice of termination to the other party at least 30 days prior to the Initial Expiration Date or anniversary thereof, as the case may be. In addition, Dorian may terminate this Agreement including all Order Forms without notice to Customer in the event Customer is more than 30 days past due in making payment of any fee owed to Dorian. Upon the expiration or termination of this Agreement for any reason, those sections that by their nature are intended to survive any termination shall survive, and the parties' rights and responsibilities thereunder shall remain in full force and effect.

**General.** Nothing in this Agreement or in the course of dealing between Dorian and Customer pursuant hereto shall be deemed to create between Dorian and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than that of independent contractors with respect to each other. If the performance of this Agreement or any obligation hereunder (except the payment of monies due hereunder) is prevented, restricted or interfered with by reason of any event or condition beyond the reasonable control of such party (including, without limitation, acts of state or governmental action, international or domestic terrorism, riots, disturbance, war, fire, explosion, flood, hurricane, typhoon,

earthquake or other act of God), the party so affected shall be excused from such performance, only for so long as and to the extent that such a force prevents, restricts or interferes with such party's performance and provided that the party affected gives notice thereof to the other party and uses diligent efforts to remedy such event or condition. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument that specifically references the amendment of this Agreement and which is executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as further or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement. If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected and the invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision. This Agreement, together with any Order Form that references this Agreement, constitutes the entire agreement between Customer and Dorian with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written understandings, quotations, communications, agreements and understandings with respect to the subject matter hereof.

## TERMS OF USE

Welcome to the online and mobile services of Dorian Business Systems, LLC. (with its affiliates "Dorian," "we," or "us"). These terms cover your use of our online and/or mobile services, web sites, and software provided on or in connection with the service (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by these Terms of Use ("Terms") and to the collection and use of your information as set forth in the [Dorian privacy statement](#), whether or not you are a registered user of our Service. Dorian reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access the Service ("Users").

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **Use of Our Service.** You may use the Service only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Subject to these Terms and any applicable Subscriber Agreement for paid services, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only (unless you are an Organization, as defined below) and as permitted by the features of the Service. Dorian reserves all rights not expressly granted herein in the Service and the Dorian Content (as defined below).
2. **Dorian Accounts.** Your Dorian account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users, such as schools and school districts, associations, other organizations or entities and their representatives ("Organization(s)"), parents, students, or volunteers. If you open a Dorian account on behalf of a company, Organization, or other entity, then (i) "you" includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms (and to any related Terms, such as order forms, which you agree to on the entity's behalf), and that you agree to these Terms on the entity's behalf. You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Dorian immediately of any breach of security or unauthorized use of your account. You agree that Dorian will not be liable for any losses caused by any unauthorized use of your account or of any password you create for your account. You may control your User profile and how you interact with the Service by changing the settings in your settings page. By providing Dorian with your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page; provided that you may not opt-out of Service-related e-mails. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.
3. **Service Rules.** You agree you will not: (i) copy, distribute, or disclose any part of the Service; (ii) transmit spam, chain letters, or other unsolicited email; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (iv) upload invalid data, viruses, worms, or other software agents through the Service; (v) collect or harvest any personally identifiable information, including account names,

from the Service; (vi) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (vii) interfere with the proper working of the Service; or (viii) bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein. We may permanently or temporarily terminate or suspend your access to the Service if in our sole determination you violate any provision of these Terms.

4. Security. Dorian cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
5. User Content. Some areas of the Service allow Users to post or submit content such as profile information, biographical information, text, pictures, videos, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service or to Dorian is "User Content"). We claim no ownership rights over User Content. However, your Organization may allow others, authorized by your Organization, to view, edit, and/or share your User Content in accordance with the Organization's settings and these Terms. Dorian has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service. You agree not to post User Content that violates law or third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy, or violates any user terms we may publish. For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

To the extent that your User Content contains music, you hereby represent that you are the owner of all the copyright rights, including without limitation the performance, mechanical, and sound recordings rights, with respect to each and every musical composition (including lyrics) and sound recording contained in such User Content and have the power to grant the license granted below. Dorian reserves the right, but is not obligated, to reject and/or remove any User Content that Dorian believes, in its sole discretion, violates these provisions.

In connection with your User Content, you affirm, represent and warrant the following: (i) You are solely responsible for obtaining all consents as may be required by law to collect or submit any User Content (including without limitation any personally identifiable information such as biographical information) relating to third parties; (ii) If you are an Organization that uses Dorian to perform the Service on your behalf, you agree that you shall post, and are solely responsible for posting, all applicable privacy policies or notifications on your site, including instances in which your site is hosted or maintained by Dorian, and for making all appropriate disclosures to visitors to the site, and to other end users whose information you collect, and for obtaining any necessary consent(s) from such individuals, with respect to your collection and use of personal information and including your disclosure of user personal information to service providers such as Dorian; and (iii) If you are an Organization that uses Dorian to perform the Service on your behalf and you collect personal information from individuals, you acknowledge and agree that you will not collect or cause to be collected and shared with Dorian or hosted on Dorian's servers certain types of personal information that could trigger state breach notification laws in the event the information is accessed by an unauthorized person, including, but not limited to, Social Security Numbers, driver's license numbers (where restricted by law), bank account (except as authorized under our Subscriber Terms) or credit card numbers, unless such information is provided to Dorian in a system specifically designed to protect and store such information. If such information is shared with Dorian or hosted on Dorian's servers in a manner that Dorian deems to be insecure, Dorian has the right, but not the obligation, in its sole discretion to delete and remove any personal information stored on its systems that it deems to be stored in an insecure manner. In the event that an incident of unauthorized access or disclosure of such data triggers state breach

notification laws because of your breach of this section, you agree that you will be wholly responsible for the timing, content, cost and method of any such notice and compliance with such laws.

Dorian takes no responsibility and assumes no liability for any User Content that you or any other User or third party submits, posts, or sends over the Service. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Dorian shall not be liable for any damages you allege to incur as a result of User Content. You understand that Organizations are solely responsible for their independent data practices and their use or distribution of User Content or any other information or data obtained via the Service.

6. **Privacy.** We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our privacy statements posted on our websites or provided with our services descriptions, and to have your personally identifiable information collected, used, transferred to and processed in the United States. In addition, if you are, or represent, an Organization, to the extent you or your Organization shares with any third party data that is collected by or stored on the Service, you represent and warrant that you have all required consents to collect and share such data with such third parties.
7. **Our Rights.** Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Dorian Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Dorian and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Dorian Content. Use of the Dorian Content for any purpose not expressly permitted by these Terms is strictly prohibited. You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products, and requests for improvements to the Service may be contained in an order form, statement of work, or otherwise (collectively, "Idea(s)"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Dorian under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Any improvements made to the Service as a result of any Idea will be solely owned by Dorian. You further acknowledge that, by acceptance of your submission, Dorian does not waive any rights to use similar or related ideas previously known to Dorian, or developed by its employees, or obtained from sources other than you.
8. **Paid Service.** Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, your use of such aspects of the Service shall be subject to these Terms. You also agree to be bound by the specific terms included in any order form, statement of work, or the like (if applicable) to which you indicate your acceptance (for instance, by signing the form or via online click-through acceptance, or by making related payments to Dorian). If there is any conflict between the Subscriber Terms and Conditions and these Terms with respect to your use of the paid aspects of the Service, the Subscriber Terms of Use shall prevail. If you make a registration payment or other payment to an Organization via the Service, you agree that the transaction is solely between you and that Organization and any refund requests, including without limitation in the case of incorrect charges or unfulfilled orders, must be made directly to that Organization.
9. **Payment Processing Service.** If you are signed up for or you represent an Organization that signs up for any aspect of the Service by which Dorian will facilitate the processing of payments Users make to such Organization by credit card, debit card, or other payment method, you acknowledge that Dorian may contract with various third parties, such as banks and payment processors, to



- facilitate such payment processing. You must enter into a Sub-Merchant Agreement (the "Sub-Merchant Terms") with such third parties as we may select from time to time prior to Dorian providing any services to facilitate the processing of payments Users make to such Organization.
10. **No Warranty.** The services are provided on an "as is" and "as available" basis. Use of the services is at your own risk. To the maximum extent permitted by applicable law, the services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from dorian or through the service will create any warranty not expressly stated herein. Without limiting the foregoing, dorian, its subsidiaries, its affiliates, and its licensors do not warrant that the content (including without limitation any information provided in connection with background screening) is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service. Federal law, some states, provinces and other jurisdictions do not allow exclusions and limitations of certain implied warranties, so some of the above limitations may not apply to you.
  11. **Limitation of Liability.** To the maximum extent permitted by applicable law, so long as dorian's acts and omissions are not grossly negligent in nature, in no event shall dorian, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this service. So long as dorian's acts and omissions are within the prevailing industry standard as to security and maintenance of its site/platform, dorian will not be responsible for any damage, loss or injury resulting from third party hacking, tampering or other unauthorized access or use of the service or your account or the information contained therein. Dorian assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, caused by third parties resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein by third parties; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall dorian, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the limits set forth in c.r.s. § 24-10-114 for governmental entities. Unless otherwise stated above, this limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if dorian has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. These terms give you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under these terms will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from facilities in the United States. Dorian makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found

on the Service are solely directed to individuals, companies, or other entities located in the United States.

12. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver.** You agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Texas. These Terms shall be governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Texas is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable. **READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DORIAN.** For any dispute with Dorian, you agree to first contact us at 972-485-1912 and attempt to resolve the dispute with us informally. In the unlikely event that Dorian has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, Inc. ("JAMS"), under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Texas, unless you and Dorian agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Dorian from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights. **BY ENTERING INTO THESE TERMS, YOU AND DORIAN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.**
13. **General.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Dorian without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. Dorian may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Dorian in our sole discretion. Dorian reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Dorian is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Dorian may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Terms in a material

manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. These Terms, together with any amendments and any additional terms you may enter into with Dorian in connection with the Service (such as Subscriber Terms and Conditions, order forms, or statements of work), shall constitute the entire Terms between you and Dorian concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration Terms shall be unenforceable. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Dorian's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

14. Contact. Please contact us at 972-485-1912 with any questions regarding these Terms.

# ConnexPoint

**Merchant Terms and Services Agreement**  
Revised March 1, 2019

This Merchant Services Agreement (“**Agreement**”) governs your use and access of the services provided through the ConnexPoint platform and related tools and services to facilitate your acceptance of Card payments, eChecks and ACH transfers from Customer deposit accounts in exchange for goods and services you provide (collectively “**Services**”) and constitutes a legally binding agreement between RevTrak, Inc. d/b/a ConnexPoint, having its principal office at 9201 East Bloomington Freeway, Suite RR, Bloomington, MN 55420 (“**Provider**”) and you, the merchant named in the online registration (“**Merchant**” or “**You**”). Payment processing services are provided by Vantiv, LLC (“**Processor**”) and Fifth Third Bank (as such bank may change from time to time, the “**Bank**”), with Provider acting as a payment facilitator on behalf of Merchant.

All capitalized terms that are not defined within the terms below are defined in the [Glossary](#) at the end of this Agreement. If you enter into these terms or use the Services on behalf of a Merchant, you represent that you have authority to bind such Merchant and your acceptance will be deemed acceptance by such Merchant.

This Agreement includes the terms of this Agreement and all exhibits hereto as well as the Rules and our [Privacy Policy](#) incorporated herein by reference, which describes our collection and use of Merchant’s information through the Services. The American Express, VISA, MasterCard and Discover Rules are available on their respective websites. The NACHA Rules are available for purchase at <https://www.nacha.org/rules>

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS) AND ACCEPT ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.

**1. Scope; Changes and Updates.** The Services are intended for use only for transactions within the country where Merchant is located. Merchant may not use the Services for any other transactions. Provider reserves the right to modify the Services or terms of this Agreement at any time upon notice. Provider will notify Merchant of any material changes by posting them in the Dashboard, sending Merchant a message or otherwise notifying Merchant when Merchant logs into its account. Merchant’s continued use of the Services after any such changes shall constitute Merchant’s consent to such changes. The Rules and NACHA Rules may change at any time without notice.

**2. Application, Accuracy of Information and Account Creation.** In order to use the Services, Merchant must submit an application with Merchant information for approval by Provider. Merchant warrants that all information submitted as part of Merchant’s application and in connection with receipt of the Services is complete and accurate and Merchant agrees to authorize us to conduct an investigation of Merchant’s credit history and that of its principals with various credit reporting and credit bureau agencies for the purpose of determining eligibility for the Services and acceptance of this Agreement and ongoing performance hereunder. Merchant acknowledges that if, at any time, Provider cannot verify that this information is complete and accurate, Provider may deny Merchant use of Provider’s Services, or close the Merchant Account. Upon approval of an application, Provider will provide Merchant with access codes for a Merchant Account to allow Merchant to process and monitor transactions pursuant to the terms and services of this Agreement. Merchant may not disclose such codes or permit any third party to use them on penalty of forfeiting access to the Merchant Account. Except as required to deliver the Services and as permitted by Provider’s Privacy Policy, Provider will not grant any third-party access to the Merchant Account.

**3. Transaction Processing and Settlement.** Merchant authorizes Provider to provide the Services and to act on Merchant’s behalf to direct Processor to acquire, process and settle payments for transactions initiated by Customers via Provider’s ConnexPoint platform, subject to Merchant’s compliance with any technical specifications prescribed by Provider, Processor, Bank, and the Rules. Bank shall deposit settlement funds into, or withdraw funds for any errors, chargebacks, refunds, reversals or fees owed to Provider from, the Merchant Deposit Account(s) via direct bank or ACH transfer. If Bank cannot transfer the funds to the Merchant’s Deposit Account (due to inaccurate or obsolete bank account information entered by the Merchant, or for any other reason), Provider, Bank or Processor may refund the funds to the Customer or escheat them to the appropriate government authority. Bank, Provider, and Processor will not have any liability to Merchant for funds so refunded or escheated.

**4. Fees.** Provider will charge Merchant the fees specified in the separate order form delivered by Provider to Merchant. Fees will be deducted from Merchant's transaction settlements before such settlements are deposited into Merchant's Deposit Accounts.

**5. Debit / Credit Authorization.** Merchant authorizes Processor and Bank to initiate ACH debits and credits, wire transfers, or depository transfer checks to or from the Deposit Account(s) for the purposes set forth in this Agreement, including without limitation to pay Provider for any fees or other amounts Merchant owes Provider under this Agreement. Merchant authorizes Processor and Bank to initiate adjustments for any amounts credited or debited to the Deposit Account(s) in error. During the term of this Agreement and for no less than one (1) year thereafter, Merchant will maintain a positive balance in the Deposit Account(s) at all times sufficient to accommodate all funding required by this Agreement. If the amount available in the Deposit Account(s) is insufficient to pay amounts owed under this Agreement, Merchant shall immediately deposit additional funds into the Deposit Account(s) to cover such deficiency or shall pay such deficiency directly to, or as instructed by, Provider. Merchant agrees to reimburse Provider, Processor or Bank, as applicable, on demand, for any losses incurred as a result of insufficient funds in the Deposit Account(s) Merchant agrees Provider, Processor or Bank may set off amounts Merchant owes them against amounts owed to Merchant or take any action available by law to collect amounts owed. Merchant's ACH authorization pursuant to this Section 5 shall not be revoked until all Merchant obligations under this Agreement are satisfied and Merchant gives Provider written notice of revocation, and Merchant understands that Provider requires a reasonable time to act on any Merchant revocation. Merchant will ensure that each Customer authorizes Processor and Bank to initiate credit and debit ACH entries, wire transfers or forms of fund transfers to and from the Customers for the purposes set forth in the Agreement.

**6. Prohibited Users.** Merchant agrees to use commercially reasonable efforts to prevent Prohibited Users from using the Services and to promptly remove a Customer from the Services and notify Provider upon obtaining knowledge that the Customer is a Prohibited User.

**7. Merchant Relationship and Product Responsibility; Indemnification.** Provider is not party to the Merchant Relationship with Merchant's Customer that initiates the transaction, and Provider shall have no obligations thereunder or in respect thereof. To the extent allowed by applicable law, Merchant shall indemnify and hold harmless Provider, Processor, Bank, Payment Network, and all third parties from any and all claims, losses or other liabilities arising from or in relation to (i) the Merchant Relationship or any Product; and/or (ii) Merchant's non-compliance with the NACHA Rules, applicable law or the Rules, in each case including any and all costs associated with the legal defense related to such claims. Each transaction processed hereunder shall be a payment by Customer to Merchant that is facilitated by Provider and processed and settled by Processor and/or Bank as agents on behalf of Merchant. Merchant hereby appoints Provider, Processor and Bank as its agents for the purposes of receiving transaction payments on behalf of Merchant from its Customers. Provider shall have the right, but not the obligation, to issue receipts to Customers for all transaction funds received from Customers in connection with the Services.

Merchant is responsible for its Product and all customer service issues relating to Merchant's Product, including pricing, order fulfillment, order cancellation by Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with Merchant personnel, policies or processes. Merchant shall post its customer service telephone number on its website. In performing customer service, Merchant shall always present itself as a separate entity from Provider.

**8. Provider Role and Status.** Merchant acknowledges that (i) Provider is not a bank, money transmitter or other money services business. Provider's Service is that of a payment facilitator, by which Provider, Processor and Bank act on behalf of Merchant in the receipt of transaction payments from Customers. Funds received by Merchant from Customers in connection with the Services are not insured by Provider or any third party, except to the extent the Merchant Account(s) receive deposit insurance from the Federal Deposit Insurance Corporation as deposits of the financial institution wherein the Merchant Account(s) are maintained; (ii) Bank or Processor, not Provider, settles transaction funds to Merchant Account(s); (iii) Provider does not at any point hold, own or control funds in connection with the Services, nor does Provider transmit money or monetary value; (iv) in connection with the Services, Provider does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does

not advertise, solicit or hold itself out as receiving money for transmission; and (v) the Bank or Processor is the party with sole responsibility for conducting the settlement of funds between Customers and Merchants. Provider is not a party to any transaction between Merchant and Customers processed via the Services.

**9. Monitoring.** Provider reserves the right to monitor Merchant's use of the Service to ensure compliance with this Agreement, the Rules and applicable laws. Merchant agrees that it shall allow a third-party audit of its compliance with this Agreement, the Rules and applicable laws and regulations upon reasonable notice, which shall be at Merchant's expense if it is required by Processor, Bank or a government agency. If Provider or any third party monitoring or auditing Merchant determines that Merchant is not in compliance with this Agreement, the Rules or applicable law, Provider reserves the right to take appropriate action, in its sole discretion, including, but not limited to, suspending or terminating this Agreement or access to the Services.

**10. Merchant Obligations.** In addition to any other obligations or requirements of Merchant set forth elsewhere in this Agreement, the Rules or under applicable law, Merchant agrees to the following in connection with its use of the Services:

**A.** Merchant shall comply, and cause third parties acting as Merchant's agents to comply, with the Rules and applicable law related to its and its Customers' use of the Services. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Merchant's "agents" shall include, but are not limited to, Merchant's software providers and/or equipment providers.

**B.** Merchant shall permit Provider to monitor Merchant's and its Customers' use of the Services to ensure compliance with this Agreement, applicable laws and the Rules.

**C.** Merchant shall notify Provider immediately of any Customer disputes or other matters that require escalation to Processor or Bank and shall immediately forward to Provider any notices received by Merchant concerning a disputed payment transaction.

**D.** Merchant shall ensure that only sales transactions produced as the direct result of bona fide sales to Customers for such identified products and/or services as part of the Merchant Relationship are completed and delivered to Provider via Provider's ConnexPoint platform for processing.

**E.** Merchant shall not present sales transactions for any purposes related to any illegal or Prohibited Activity, including but not limited to money-laundering or financing of terrorist activities.

**F.** Merchant shall be located in the United States at all times during the term of this Agreement.

**G.** Merchant shall not transfer or attempt to transfer its financial liability under this Agreement to Customers by asking or requiring them to waive their dispute rights.

**H.** Merchant is solely liable for, and shall indemnify and hold harmless Provider, Processor and Bank from and against, all of its Customers' acts and omissions, all Customer disputes, and all Customer service-related issues. Merchant agrees that Provider, Processor or Bank may refuse to process any transaction initiated via the Services, in its reasonable discretion.

**I.** Merchant shall post a privacy policy to its website describing how it collects, shares, uses and protects personal information and shall honor the terms of such privacy policy.

**J.** Exclusively with respect to transactions conducted with an American Express card (and not with respect to any other transactions):

- a) Merchant agrees to comply with, and accept American Express Cards in accordance with, the terms of the Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
- b) The American Express Merchant Operating Guide is located here: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide) and incorporated by reference herein.
- c) Merchant hereby expressly authorizes Processor to submit transactions to, and receive settlement from, American Express on behalf of Merchant.
- d) Merchant understands and agrees that (i) Processor may disclose transaction data, merchant data, and other information about Merchant to American Express, and (ii) American Express may use such information to perform its responsibilities in connection herewith, promote the American Express network, perform analytics and create reports, and for any other lawful business purpose, including commercial marketing communications purposes within the parameters of its agreement with Processor, and important transactional or relationship communications from American Express.
- e) Merchant understands that it may contact Processor at any time to opt out of marketing messages from American Express. Merchant understands such opt out will not preclude Merchant from receiving important transactional or relationship communications from American Express.
- f) Merchant understands that American Express may use information obtained from Merchant's application at the time of setup to screen and/or monitor Merchant in connection with card marketing and administrative purposes.
- g) Merchant acknowledges that it may be converted from this program to a direct card acceptance relationship with American Express if and when it becomes a "High CV Merchant" in accordance with Section 10.5 of the American Express Operating Regulations. Merchant expressly agrees that, upon such conversion, (i) Merchant will be bound by American Express' then-current "Card Acceptance Agreement"; and (ii) American Express will set pricing and other fees payable by the Merchant for card acceptance.
- h) Merchant expressly agrees that it shall not assign to any third party any payments due to it under the Agreement, and all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign further transaction receivables to Processor, its affiliated entities and/or any other cash advance funding source that partners with Processor or its affiliated entities, without consent of American Express.
- i) Merchant hereby grants American Express third-party beneficiary rights, but not obligations, to this Agreement that will fully provide American Express the ability to enforce the terms of this Agreement against Merchant.
- j) Merchant understands that it may opt out of accepting American Express cards at any time without penalty and without directly or indirectly affecting its rights to accept other payment products.
- k) Merchant acknowledges that Processor has the right to terminate Merchant's right to accept American Express cards (i) if Merchant breaches any of the provisions of this Section 10(J) or the American Express Merchant Operating Guide; (ii) for cause or fraudulent or other activity; or (iii) upon American Express' request.
- l) Merchant agrees that its refund policies for purchases on American Express cards shall be at least as favorable as its refund policies for purchases or any other payment products, and the refund policy shall be disclosed to American Express cardmembers at the time of purchase and in compliance with applicable laws.
- m) Merchant shall not bill or collect from any American Express cardmember for any purchase or payment on such card unless chargeback has been exercised, the Merchant has fully paid for such charge, and it otherwise has the right to do so.
- n) Merchant agrees to comply with the American Express Data Security Requirements and Payment Card Industry Data Security Standard, each as described in Chapter 15 of the American Express Operating Regulations.
- o) Merchant agrees to report all instances of any data incidents immediately to Processor after discovery of the incident.
- p) Merchant agrees to cease all use of, and remove American Express licensed marks from, its website and wherever else they are displayed, upon termination of this Agreement or Merchant's participation in the American Express program.



**11. Merchant Data Consent.** Merchant expressly consents for Provider, Processor, Bank and all third parties that assist in the delivery of the Services to collect, use, store and disclose Merchant information, including that provided in the Application, information concerning Customers, transactions and the business of the Merchant in order to supply the Services, generate reports, reduce fraud, provide customer support, create and share aggregated, de-identified data concerning the Services and assess the risk associated with the Merchant and its Customers. Payment Networks shall have the right to receive and use such Merchant or Customer information as is necessary to process payment transactions initiated pursuant to the Services provided in this Agreement.

**12. Direct Merchant Status.** In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Rules) is processed through and on behalf of Merchant in any 12-month period, Merchant will automatically be deemed to have accepted, and will be bound by, the Additional Vantiv Merchant Services Agreement, the terms of which will be independently enforceable by Processor.

**13. Taxes.** Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Provider, Processor or the Bank may have tax reporting responsibilities in connection with the Service. Provider will report annually to the Internal Revenue Service (“IRS”) on Form 1099-K or to other entities as required by law, Merchant’s entity name, address, Tax Identification Number or Employer Identification Number (EIN), the total dollar amount of the payments Merchant receives in a calendar year and other information as may be requested. If Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying themselves and their transactions, issuing any required reports and receipts, and making any required tax or other filings.

**14. Refunds and Returns.** By accepting Card transactions with us, Merchant agrees to process returns of, and provide refunds and adjustments for, Merchant’s Products in accordance with this Agreement and the Rules, including without limitation, the following: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Merchant’s return or cancellation policy to Customers at the time of purchase, (iii) not give cash refunds to a Customer in connection with a Card sale unless required by law, and (iv) not accept cash or any other item of value for preparing a Card sale refund.

The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales receipt. Merchant can process a refund through Merchant’s Deposit Account up to three hundred and sixty five (365) days from the day Merchant accepted the payment. Provider will then net the refund from Merchant’s processing transactions. Neither Bank, Processor nor Provider is obligated to process refunds that will result in a negative balance in Merchant’s Deposit Account.

**15. Chargebacks.** All payments made through the Payment Networks are conditional and subject to reversals and adjustments. The Rules and applicable laws give parties to payment transactions certain rights to dispute transactions long after payment has been made to the merchant. A transaction may be reversed or charged back to Merchant’s Deposit Account (a “Chargeback”) if the transaction (i) is disputed by the Customer; (ii) is reversed for any reason; (iii) was not authorized or Provider has any reason to believe that the transaction was not authorized; or (iv) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. Provider does not decide what transactions are charged back and does not control the ultimate resolution of the Chargeback. Merchant is responsible for all Chargebacks, whether or not the Chargeback complies with the Rules.

For any transaction that results in a Chargeback, Provider will withhold the Chargeback amount and any associated fees, fines and penalties from transaction settlements otherwise due to Merchant or will deduct the amount of any Chargeback from Merchant’s Deposit Account. If Provider is unable to recover funds related to a Chargeback for which Merchant is liable, Merchant agrees to pay Provider the full amount of the Chargeback and all associated fees, fines and penalties immediately upon demand. While Merchant may still be able to pursue a claim directly against the cardholder, neither Provider, Processor nor Bank is responsible for such transaction.

If Provider, Processor or Bank, in our sole discretion, determine that Merchant is incurring an excessive amount of Chargebacks, Provider, Processor or Bank may establish controls or conditions governing Merchant’s Deposit Account,

including without limitation (i) assessing additional Fees; (ii) delaying settlement payouts; and (iii) terminating or suspending the Services.

Merchant agrees to timely assist Provider when requested, at Merchant's expense, to investigate any of Merchant's transactions processed through this Agreement. Merchant hereby permits Provider to share information about a Chargeback with the Customer, the Customer's financial institution, and Merchant's financial institution in order to investigate and/or mediate a Chargeback. Provider will request necessary information from Merchant to contest the Chargeback. If the Chargeback is contested successfully, Provider will release the reserved funds to Merchant's Deposit Account. If a Chargeback dispute is not resolved in Merchant's favor by the Payment Network or Issuing Bank, or Merchant chooses not to contest the Chargeback, Provider may recover the Chargeback amount and any associated fees as described in this Agreement. Merchant acknowledges that its failure to assist Provider in a timely manner may result in an irreversible Chargeback.

**16. Reserves.** To secure Merchant's obligations to Customers and to Provider, Merchant authorizes Provider to establish a Reserve Account pursuant to the terms of this Section 16. The amount of such Reserve Account shall be set by Provider in its sole discretion, and may be equal to the total amount of all completed sales transactions. Provider may fund the Reserve Account with funds that would otherwise have been sent to the Deposit Account. Provider may hold funds in the Reserve Account until such time that the event for which Merchant is collecting payments has been held or completed or such earlier time as determined by Provider in its sole discretion.

**17. Electronic Check ("eCheck") Processing and Preauthorized Electronic Debit Entries.** If selected by Merchant as part of the Services, Provider will provide eCheck and electronic debit entry transaction ("**Entry**") processing services to Merchant where Merchant has obtained proper authorization from Merchant's Customer that holds the deposit account to be debited ("**eCheck Authorization**"). Merchant is responsible for complying with all applicable Rules, laws and regulations governing electronic check processing, check conversion and/or the initiation of preauthorized electronic debit entries. Merchant agrees to maintain and store each eCheck Authorization and provide evidence of eCheck Authorizations to Provider upon its request. Additionally, Merchant agrees to record and store telephone conversations and other data transmissions with Customers for the purposes of demonstrating compliance with applicable Rules, laws, regulations and the requirements of this Agreement.

Provider or Processor will report to Merchant those Entries which fail Processor's verification process designed to identify accounts which have unpaid checks outstanding or have been closed for cause. If an Entry is being declined based on such verification process, Merchant agrees to provide such Customer (in a manner that complies with applicable laws, the NACHA Rules and applicable regulations) a decline notice. Merchant agrees not to reinitiate Entries once they have received a "**Payment Stopped**" as a reason for a return, unless an eCheck Authorization from the Customer overriding the stop payment has been received. Merchant understands, acknowledges and agrees that Processor verifications are for informational purposes only and are not a guaranty of payment of any Entry.

Merchant has no right to cancel or amend any Entry after its receipt by Processor or Bank. Merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Merchant was the source of the error or duplicate Entry.

**18. Cardholder Data Security.** Provider has implemented technical and organizational measures designed to secure Merchant's Customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure; however, Provider cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Merchant's, or Merchant's Customers', personal information for improper purposes.

Provider is committed to the secure operation of the systems used to operate the Services. Provider is audited on an annual basis and is certified and compliant with Level 1 Payment Card Industry Data Security Standards (PCI DSS). Provider systems are regularly tested for compliance with all applicable PCI DSS standards and best practices. Provider will maintain all applicable PCI DSS requirements to the extent that Provider possesses or otherwise stores, processes, or transmits cardholder data on behalf of the Merchant, or otherwise impacts the security of the Provider cardholder data environment.

Merchant shall adopt and maintain the following security requirements for its security environment:

- a) Restriction on distribution of credit account numbers via unencrypted messaging technologies, such as email, instant messaging, etc.
- b) Installation of anti-virus software that updates automatically.
- c) Installation of all operating system patches, such as Windows Updates, timely to protect Merchant's system from known vulnerabilities.
- d) All Cardholder Data or deposit account information that may be used in phone orders should be entered directly into Provider's system and should not be recorded. Should hard copy data be received by Merchant, it should be destroyed immediately after received in a manner that reconstruction is not practically possible (shredding, incinerated, pulped, etc.). Any materials that are not immediately destroyed must be secured.

**19. Recordkeeping.** Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all transactions and other data; and (ii) reconciling all transaction information that is associated with Account. Merchant agrees to keep accurate and complete records of all transactions initiated pursuant to the Services provided in a form and for a length of time consistent with the Rules and applicable laws and regulations, but for no less than one year. Merchant agrees to provide access to or copies of such records to Provider, Processor or Bank upon request.

**20. Errors or Unauthorized Transactions.** If Merchant believes there is an error or unauthorized transaction activity associated with a Merchant Account, Merchant shall immediately notify Provider. Provider will attempt to correct processing errors by instructing the Bank to debit or credit the Merchant Account. Provider will only correct transactions that are processed incorrectly if and when Merchant notifies Provider of such an error in a timely fashion. Merchant expressly agrees that if Merchant fails to notify Provider that Merchant has not received its settlement funds within five (5) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice **that Merchant believes to contain an error** within sixty (60) business days from the date the report or invoice is made available to Merchant, **neither Provider, Processor nor Bank shall have any duty to take additional action and shall not be liable to Merchant regarding such settlement or error.**

**21. Confidentiality.** Each party agrees to regard and preserve as confidential all non-public information related to the business of the other party or such party's clients or vendors, which may be obtained by such party as a result of this Agreement ("**Confidential Information**"). For the avoidance of doubt, Confidential Information of Provider includes information about the ConnexPoint platform and Provider's Intellectual Property and Confidential Information of Merchant includes Merchant's Customer information. Each party agrees to hold the Confidential Information of the other in confidence and shall not disclose such information to any person or entity or use, directly or indirectly, any such information for its own benefit or the benefit of any other party provided however that Provider may use and share Merchant's Confidential Information as required by Provider and its affiliates in order to provide the Services and as further permitted under the [Privacy Policy](#). Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, if permitted by applicable law, the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict or limit the disclosure of such Confidential Information and shall limit any disclosure ultimately required to such Confidential Information as required to be disclosed. Information shall not be considered "**Confidential Information**" hereunder to the extent, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) is or was independently obtained or developed by the receiving party without use of Confidential Information of the other party.

**22. Term and Termination.** This Agreement shall be on a month-to-month basis and shall be cancelable by either party at any time for any reason upon notice to the other party in accordance with Section 28 (Electronic Communications and Other Notices). When Merchant cancels the Services or terminates its account, any pending transactions may be cancelled. Any funds that Provider or the Bank are holding in custody for Merchant at the time of closure, less any applicable Fees and other liabilities of Merchant, will be paid to Merchant according to the Merchant payment schedule,

assuming all payout-related authentication requirements have been fulfilled. If a Chargeback investigation is pending at the time Merchant terminates the Merchant Agreement or if Provider deems there is a potential for Chargebacks, Provider may hold Merchant funds as described above. If it is later determined that Merchant is entitled to some or all of the funds in dispute, Provider will release those funds to Merchant. Bank may also withhold such funds pending investigation of Merchant transactions or potential liabilities hereunder.

In addition to our rights to terminate this Agreement, Provider may also suspend the Merchant Account and Merchant's access to such Account if Merchant (i) has violated the terms of this Agreement, or any other agreement you have with us; (ii) poses an unacceptable credit or fraud risk to us, Processor or Bank; or (iii) provides any false, incomplete, inaccurate, or misleading information or otherwise engages in fraudulent or illegal conduct.

If this Agreement is terminated, you agree: (i) to continue to be bound by the terms of this Agreement that survive termination; (ii) to immediately stop using the Services and the Account; (iii) that the license provided under this Agreement shall end; (iv) that Provider reserves the right (but has no obligation) to delete all of Merchant's information and Account data stored on our servers after a reasonable period of time (but also reserves the right to retain copies thereof for up to five (5) years); and (v) that Provider shall not be liable to you or any third party on account of our termination of Merchant's access to the Services or the Merchant Account or for deletion of Merchant's information or Account data.

On any termination hereof, Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Merchant to Provider, Processor, Bank or a Payment Network.

**23. License.** Subject to Merchant obligations under this Agreement, Provider grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Services solely to facilitate the acceptance and receipt of payments and to manage the funds you so receive, in accordance with this Agreement. The Services include our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us. Merchant will be entitled to updates, subject to any additional terms made known to you at that time, when Provider makes these updates available.

Merchant may not, nor may you permit any third party to do any of the following: (i) access or monitor any material or information on any of our systems using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from us unless provided to you for that purpose; (iii) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) violate the restrictions in any robot exclusion headers within the Services or any of our services or products, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Services except as expressly allowed under this section.

**24. Ownership.** The Services, of which the Merchant Account is a part, are licensed and not sold. Provider reserves all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret and other intellectual property laws. Provider owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the website, all copies of the website, all Services and all copies thereof, and will allow you to use our Intellectual Property to display on Merchant's site with our written permission. This Agreement does not grant you any rights to our trademarks or service marks nor may you remove, obscure, or alter any of our trademarks or service marks included in the Service.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Merchant may choose to or Provider may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our other products ("Ideas"). By submitting any Idea, you agree that Merchant's disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary or other obligation, and that Provider is free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Merchant further acknowledges that, by acceptance of Merchant's submission, Provider does not waive any rights to use similar or related Ideas previously known to us, or developed by us.

**25. No Warranties.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES IS AT MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE OR MERCHANT'S MERCHANT ACCOUNT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE FOREGOING, PROVIDER, OUR PROCESSOR AND BANK, PAYMENT NETWORKS AND ALL THIRD PARTIES ASSISTING IN PROVIDING THE SERVICES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET MERCHANT'S REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT MERCHANT'S OWN RISK AND MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

PROVIDER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN MERCHANT AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

**26. Limitation of Liability.** PROVIDER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES.

PROVIDER'S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY MERCHANT HEREUNDER DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) MERCHANT USE OF OR MERCHANT INABILITY TO USE THE SERVICES; (III) DELAYS OR DISRUPTIONS IN THE SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICES; (VI) ACTS OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF

THIS AGREEMENT WITH RESPECT TO MERCHANT ACCOUNTS; (VIII) PROVIDER'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR MERCHANT DIMINISHED ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR PROVIDER'S POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (XI) PROVIDER, PROCESSOR OR ONE OF ITS BANKING OR OTHER SUPPLIERS ELECTING TO SUSPEND PROVIDING SERVICES IN RESPECT OF MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

**27. Assignment.** The Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Provider's prior written consent, and any assignment without such prior written consent will be null and void. Provider may assign any of its rights or obligations hereunder to a third party on notice to Merchant provided that the successor in interest to Provider assumes the corresponding obligations of Provider hereunder.

**28. Performance by Provider Affiliates.** Notwithstanding anything in this Agreement, Merchant agrees and acknowledges that Provider may provide some of the Services through its Affiliates or other third-party service providers. Merchant agrees and acknowledges that providing the Services through any third party or Affiliate shall not be considered an assignment of this Agreement unless agreed upon in writing and Provider shall be the sole entity liable for any provisions in this Agreement which apply to Provider including to the performance of the Services and execution of the Agreement.

**29. Electronic Communication and Other Notices.** Merchant agrees that Provider may provide all notices and other communications required or permitted to be given by Merchant hereunder by electronic means through the ConnexPoint Dashboard and such notices are considered received by Merchant twenty-four (24) hours after posting or transmission by Provider. Such Provider communications to the Merchant may include but are not limited to: (i) agreements and policies, such as this Agreement and our [Privacy Policy](#) including updates thereto; (ii) annual disclosures; (iii) transaction receipts or confirmations; (iv) communication in relation to delinquent accounts (which may also be by phone, and may be made by Provider or by anyone on its behalf, including a third party collection agent); (v) Client Statements and history; and (vi) tax statements. Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Provider or other communication is blocked by a spam filter or other issue outside of the control of Provider, Merchant shall be deemed to have received the communication all the same. Any notices or demands from Merchant to Provider under this Agreement, including without limitation notices regarding termination or breach of this Agreement, shall be in writing and shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to Provider at the address noted in the first paragraph of the Agreement.

**30. Third Party Services.** Provider is not liable for Third Party Servicers or their services even if the Services contains links to them or the Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Provider. Merchant agrees that Merchant accesses any such website at Merchant's own risk.

**31. Independent Contractors.** The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

**32. Whole Agreement.** This Agreement and all exhibits and documents referenced herein constitute the entire understanding and agreement between the parties and supersedes any and all prior discussions, agreements, promises and correspondence, whether oral or written, with regard to the subject matter hereof or otherwise, including (without limitation) any memorandum of understanding between the parties.

**33. Governing Law.** This Agreement and any dispute arising hereunder shall be governed by the law of the state in which the Merchant is located, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

**34. Arbitration.** Merchant and Provider shall settle all disputes relating in any way to this Agreement or arising from or in respect of this Agreement exclusively by binding arbitration rather than in court, except that either party may assert claims in small claims court if it qualifies. In addition, either party may bring suit in court to enjoin infringement or other unauthorized use of any intellectual property rights. The Federal Arbitration Act and federal arbitration law apply to this agreement.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND MERCHANT IS WAIVING MERCHANT'S RIGHTS TO HAVE MERCHANT'S CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PROVIDER. All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association ([www.adr.org](http://www.adr.org)) ("**AAA**") according to this provision and the applicable arbitration rules. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall take place not more than fifty (50) miles from the office of the Provider before a single arbitrator who is a lawyer practicing commercial law.

**35. Limitation on Time to Initiate a Dispute.** Unless otherwise required by law, an action or proceeding by Merchant hereunder relating to any dispute or claim by Merchant must commence within one (1) year after the cause of action occurs, failing which Merchant foregoes any rights in respect thereof.

**36. Interpretation.** No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. Headings in this Agreement are included for reference purposes only and are not to be used in interpreting this Agreement.

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party except as expressly set forth herein.

**37. Survival.** Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and any confidentiality clauses shall survive termination hereof.

## Glossary

“**ACH**” means the Automated Clearing House;

“**Additional Vantiv Merchant Services Agreement**” means the Additional Vantiv Merchant Services Agreement appended to this agreement as Exhibit A and located here, as may be amended from time to time, or such other agreement as required by Vantiv.

“**Affiliate**” means, with respect to any party, any corporation, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a Person that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity;

“**Application**” means an electronic or paper form completed by the Merchant in relation to procuring the Services which shall form a part hereof and constitute representations by the Merchant hereunder;

“**Bank**” means a member of a Payment Network that has sponsored Provider as a payment services provider, payment facilitator or otherwise to supply the Services and that acquires Card transaction funds through Payment Networks. Bank shall also include Processor;

“**Card**” means a payment card or account number issued by a Payment Network member to a cardholder pursuant to a valid agreement between the cardholder and the Issuing Bank;

“**Cardholder Data**” means information associated with a Card, such as account number, expiration date, and CVV2;

“**Customer**” means a Person paying for goods and services from Merchant via Provider’s ConnexPoint platform and its related tools and services;

“**Dashboard**” means online access for the management of the Services.

“**Deposit Account**” means a deposit account of Merchant at a financial institution in the U.S. identified for use in conjunction with this Agreement by the Merchant on the Merchant Services Agreement, through the Services or on the Application;

“**eCheck**” means an electronic version of a paper check used to make payments online;

“**Fees**” means the fees of Provider for which Merchant is liable in exchange for the Services. Fees are set out in the Application, Agreement and/or the Services. Fees are subject to change on thirty (30) days prior notice through the Account only; if Merchant continues to use the Services after such thirty (30) days it shall be deemed to agree to the change in Fees. Fees may also change, with or without prior notice, if Payment Networks or other third parties impose additional fees on Provider for the supply of the Services or on amendments to applicable law that require Provider to amend the Fees;

“**Issuing Bank**” means a member of a Payment Network that issues Payment Network-branded Cards pursuant to the Rules;

“**Merchant**” or “**you**” means the business entity identified on the Merchant Services Agreement;

“**Merchant Account**” or “**Account**” means a secure website account that allows the Merchant to monitor transactions and Fees through the Services;

“**Merchant Relationship**” means the commercial or legal relationship between Merchant and its customer by which Merchant supplies Product to customer giving rise to the transaction;



“**NACHA**” means the National Automated Clearing House Association;

“**Payment Network**” means American Express, Visa, MasterCard, Discover, NACHA (with respect to ACH transactions) and such other payment networks as Provider indicates are compatible with the Services;

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a governmental office or agency, and the executors, administrators or other legal representatives of an individual in such capacity;

“**Processor**” means a payment processor that has contracted with Provider to provide payment processing in connection with Provider’s provision of the Services;

“**Product**” means any product or service offered for sale or sold by Merchant;

“**Prohibited Activity**” means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers’ clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment or “get rich quick” merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving “pay only for shipping” and/or “free trial” periods; medical equipment; multi-level marketing businesses, pyramid or ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, Merchant may not use the service for; impersonating any Person or falsely claiming an affiliation with any Person; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and

petitions for signature; accepting payments for goods or services provided by someone other than Merchant; providing Merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Provider, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Provider or Provider's business partners; sending or receiving what Provider considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Provider; operating outside the United States; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Provider may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Provider to be unauthorized, illegal, or criminal;

**"Prohibited User"** means any Person who (i) appears on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) is less than 18 years of age; (iii) previously has been terminated, or whose Affiliates have been previously terminated, for cause by Provider, its Processor, Bank, or any of their respective Affiliates; or (iv) is not both domiciled and resident in the United States.

**"Rules"** means (i) for card transactions, the Payment Networks' by-laws, operating regulations and/or all other applicable rules, policies and procedures governing American Express, Visa, MasterCard and Discover Network Credit Cards and Non-PIN Debit Cards, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, all applicable Card acceptance and website requirements, all operating regulations governing Merchants or Sponsored Merchants, and any other program or requirement that may be published and/or mandated by the Payment Networks related to the Services provided hereunder; or (ii) for ACH or eCheck transactions, the NACHA rules governing ACH payment processing;

**"Third Party Servicer"** means a third party that provides a product or service that Merchant wishes to procure which product or service may or may not be compatible or integrated with the Services.

# RevTrak



## Merchant Agreement

RevTrak, Inc. (we, us, our) will process credit card and online payments for schools, cities, other government entities, or related non-profit organizations (Merchants).

### **Definitions**

- Merchant** A school, city, other government entity, or related non-profit that uses us to process their credit cards and online payments.
- Customer** The person or cardholder who pays money to the Merchant.
- Client Statement** A statement we provide to a Merchant that details transaction activity and fees.

### **Payment Method**

You authorize us to process and fund transactions to bank accounts specified by you. Payments shall be funded by ACH transfer to your Designated Bank Account(s). An ACH debit for the fees will be generated from your account 2 business days after the Client Statement is generated.

RevTrak will provide electronic statements shortly after the end of each month, generally within a few business days in accordance with the Operating Guide.

### **Term & Cancellation**

This is a month to month agreement and either party may cancel this agreement at any time.

### **Miscellaneous**

This Agreement and related documents constitute the entire understanding of the parties with respect to this Agreement. Both we and you shall be governed by this Merchant Agreement, and the User Guide to Operations which is incorporated by reference herein.

You shall be liable for all taxes required to be paid or collected as a result of this Agreement. This Agreement shall be governed by the laws of the state of Minnesota.

**RevTrak, Inc**  
**User Guide to Operations**

Revised 1/1/16

## **Introduction**

This Guide is included to help you be a successful payment processing professional. As a merchant (you) processing payments through RevTrak (us), you will use this Guide to help with best practices, legal requirements and the rules and regulations of the Associations (Visa, MasterCard, Discover, and NACHA) and software providers that assist us in taking payments. These organizations require that all persons using them agree to all of their rules and regulations. This Guide exists to help you understand the regulations. This Guide forms part of your agreement with us, along with the RevTrak Merchant Agreement, the Association Operating Regulations ('Operating Regulations'), and Merchant Services Agreements (Addendum A).

### **1. Getting Started**

Upon receipt of your documentation, we will create a secure website to allow you to receive and monitor payments through the **RevTrak**<sup>®</sup> Web Store (the "Site"). The Site URL will be similar to <http://yourorganizationname.revtrak.net>. Your payments will be sent by ACH to your Bank Account based on the voided check or the substitute that you provide.

### **2. Underwriting**

We will review some or all of the information that you submit in connection with your request to establish a Merchant Agreement, which we may forward on to our processor. After you submit your application, we or our processor may conclude that your entity does not match the criteria to use our services.

### **3. Client / Customer Service**

You are responsible for all customer service issues relating to your goods or services, including pricing, order fulfillment, order cancellation by you or your customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. We are responsible for client service issues relating to any Merchant Agreement, payment, card processing, debiting or crediting. In performing customer service, you will always present yourself as a separate entity from us.

#### **4. Client Statements**

RevTrak will provide electronic statements for each deposit account shortly after the end of each month, generally within a few business days. An ACH debit for the fees will be generated from your designated account 2 business days after the Client Statement is generated or payments will be funded to your designated account net of applicable fees, as determined by you, from available account options.

#### **5. Refunds and Returns**

By accepting payment card transactions with us, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your Merchant Agreement in accordance with this Agreement and the Operating Regulations. Operating Regulations require that you will (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to customers at the time of purchase, (c) not give cash refunds to a customer in connection with a Card sale unless required by law, and (d) not accept cash or any other item of value for preparing a Card sale refund.

The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales receipt.

You can process a refund through your Merchant Agreement up to one hundred and twenty (120) days from the day you accepted the payment. RevTrak will then net the refund with your processing.

#### **6. Chargebacks**

A transaction may be reversed or charged back to your Merchant Agreement (a "Chargeback") if the transaction (a) is disputed by the cardholder, (b) is reversed for any reason by the Association, our processor, or our financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement.

For any transaction that results in a Chargeback, we will withhold the Chargeback amount in reserve or we will deduct the amount of any Chargeback. Any associated fees, fines, or penalties assessed by the Association or our processor from your Merchant Agreement may be held in reserve or deducted. If we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand.

Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the

amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and any applicable interest.

If we determine that you are incurring an excessive amount of Chargebacks, we may establish controls or conditions governing your Merchant Agreement, including, (a) establishing new processing fees, (b) creating a reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Services.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Merchant Agreement. You permit us to share information about a Chargeback with the customer, the customer's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. If the Chargeback is contested successfully, we will release the reserved funds to your Merchant Agreement. If a Chargeback dispute is not resolved in your favor by the Association or issuing bank, or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner may result in an irreversible Chargeback.

## **7. Disclosures and Notices**

By using our payment service, you may receive information about customers or other users. You must keep such information confidential and only use it in connection with your Merchant Agreement. You may not disclose or distribute any such information to a third party or use the information for marketing purposes unless you receive the express consent of the customer or other user.

You agree that we can provide disclosures and notices required by law, changes to terms and conditions and any related changes, or other information about your Merchant Agreement and Guide to Operations, on your merchant statement. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within 24 hours of the time emailed to you.

We will report annually to the Internal Revenue Service ("IRS"), or other entities as required by law, your entity name, address, Tax Identification Number, or Employer Identification Number (EIN), the total dollar amount of the payments you receive in a calendar year, and other information as may be required.

## 8. User Content

In connection with registration for a Merchant Agreement, users may upload photos or other materials or information to the Site. You agree that you will not upload to or use content on the Site unless you have created that content yourself, or you have permission from the copyright owner to do so.

## 9. Security

We have implemented technical and organizational measures designed to secure your customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure; however, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes.

We are committed to the secure operation of the systems used to operate your Web Stores. We are audited on an annual basis, are certified and compliant with Level 1 Payment Card Industry Data Security Standards (PCI DSS). Our systems are regularly tested for compliance with all applicable PCI DSS standards and best practices. Following are some security best practices that we recommend you adopt and maintain to strengthen your security environment:

- a) Do not allow credit account numbers to be distributed via unencrypted messaging technologies, such as email, instant messaging, etc.
- b) Install anti-virus software that updates automatically.
- c) Install all operating system patches, such as Windows Updates, timely to protect your system from known vulnerabilities.
- d) All cardholder data that may be used in phone orders should be entered directly into our system. Should hard copy data be received, it should be destroyed immediately after received in a manner that reconstruction is not practically possible (shredding, incinerated, pulped, etc). Any materials that are not immediately destroyed must be secured.

## 10. Termination

You may terminate this Agreement by sending us notice at any time. Any funds that we are holding for you at the time of closure, less any applicable fees, will be paid to you, assuming all payout-related authentication requirements have been fulfilled. If a Chargeback investigation is pending at the time you close your Merchant Agreement, we may hold your funds as described above. If you are later determined to be entitled to some or all of the funds in dispute, we will release those funds to you.

We may terminate this Agreement and close your Merchant Agreement by sending you notice at any time. We may also suspend the Site and access to your Merchant



Agreement if you (a) have violated the terms of this Agreement, or any other agreement you have with us, (b) pose an unacceptable credit or fraud risk to us, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

If your Merchant Agreement is terminated, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Site, (c) that the license provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers after a reasonable period of time, and (e) that we shall not be liable to you or any third party for termination of access to the Site or for deletion of your information or account data.

## **11. License**

We grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Site solely to accept and receive payments and to manage the funds you so receive, in accordance with this Agreement. The Site includes our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us. You will be entitled to Site updates, subject to any additional terms made known to you at that time, when we make these updates available.

We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Services, or in connection with any termination or suspension of the Site. Any termination of this Agreement does not relieve you of any obligations to pay any fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement.

While we want you to enjoy the Site, you may not, nor may you permit any third party to do any of the following: (i) access or monitor any material or information on any of our systems using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from us unless provided to you for that purpose; (iii) permit any third party to use and benefit from the Site via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) violate the restrictions in any robot exclusion headers on the Site or any of our services or products, work around, bypass, or circumvent any of the technical limitations of the Site, use any tool to enable features or functionalities that are otherwise disabled in the Site, or decompile, disassemble or otherwise reverse engineer the Site, except to the extent that such restriction is

expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Site, prevent access to or use of the Site by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Site except as expressly allowed under this section.

## **12. Ownership**

The Site is licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The Site is protected by copyright, trade secret and other intellectual property laws. We own the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Site and all copies of the Site and will allow you to use our Intellectual Property to display on your Site with our permission. This Agreement does not grant you any rights to our trademarks or service marks.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the Site, including without limitation about how to improve the Site or our other products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related Ideas previously known to us, or developed by us.

## **13. Indemnity**

You will, to the maximum extent allowed by law, indemnify, defend, and hold us and our processors harmless regarding actions by your entity that may cause harm to us or our processors (and our respective employees, directors, agents, affiliates and representatives). This includes but is not limited to costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies or the Associations' rules; (b) your wrongful or improper use of the Site; (c) any transaction

submitted by you through the Site (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (e) your violation of any law, rule or regulation of the United States or any other country; (f) any other party's access and/or use of the Site with your unique username, password or other appropriate security code.

We will indemnify you for legal liability arising from any release or disclosure of sensitive information due to our negligence.

#### **14. Privacy Policy**

We will not sell or share your personal information with others. We will allow our employees and some vendors access to and/or use of your personal information as necessary, in order to process credit card transactions, provide reporting, process refunds, or other uses to provide you services as outlined in this agreement. We will not store sensitive information on our servers, and will use your sensitive information only when necessary to provide the services noted above. Sensitive information is defined as social security numbers, credit card numbers and age. Publically available information is not considered sensitive.

#### **15. Representation and Warranties**

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are eligible to register and use the Site and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your name or business name under which you sell goods and services; (d) any sales transaction submitted by you will represent a bona fide sale by you; (e) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser; (f) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (g) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including any applicable tax laws and regulations; (h) except in the ordinary course of business, no sales transaction submitted by you through the Site will represent a sale to any owner or officer of your entity; (i) you will not use the Site, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Site; (j) your use of the Site will be in compliance with this Agreement.

## **16. No Warranties**

We agree to maintain, to the best of our ability, functionality of our product. There may be times when our product is not functional. These times include, but are not limited to, scheduled and unscheduled maintenance.

The Site is provided on an “as is” and “as available” basis. Use of the Site is at your own risk. To the maximum extent permitted by applicable law, the Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from us or through the Site will create any warranty not expressly stated herein. Without limiting the foregoing, we, our processors, our providers, our licensors (and their respective subsidiaries, affiliates, agents, directors, and employees) do not warrant that the content is accurate, reliable or correct; that the Site will meet your requirements; that the Site will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Site is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Site is downloaded at your own risk and you will be solely responsible for any damage to your property or loss of data that results from such download.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site or any hyperlinked website or service, or featured in any banner or other advertising, and we will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

## **17. Limitation on Time to Initiate a Dispute**

Unless otherwise required by law, an action or proceeding by either party relating to any dispute must commence within one year after the cause of action occurs.

## **18. Right to Amend**

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Site with 10 day notice, including such notice on our website, via email, our support portal, the Web Store, or any other website maintained or owned by us for the purposes of providing services under this Agreement. Any use of the Site after our publication of any such changes shall constitute your acceptance of this Agreement as modified. Any dispute that arose before the modification shall be governed by the Agreement (including the binding individual arbitration clause) that was in place when the dispute arose.

## 19. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us.

## 20. Other Provisions

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between us and you, and they describe our entire liability and our vendors' and suppliers' (including processors) liability, and your exclusive remedy with respect to your access and use of the Site. In the event of a conflict between this Agreement and any of our other agreements, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of the service.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Site; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall we, our processors, agents, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable to you for any claims,

proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount of fees earned by us in connection with your use of the service during the three (3) month period immediately preceding the event giving rise to the claim for liability.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we have been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The Site is controlled and operated from facilities in the United States. We make no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Site if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

## **21. E-commerce Check List**

Following is a checklist of important elements that should be considered and included for your Site:

- a) A description of the goods and/or services offered.
- b) Merchant contact information, including the Merchant address and telephone number. Alternate contact information which may include an email address and/or fax number.
- c) The currency in which the transaction will be conducted.
- d) Customer service telephone number.
- e) Delivery standards, including delivery method (i.e., FedEx, UPS, USPS, etc.) and time standards i.e., product will arrive within three business days). Both domestic and foreign import/export shipping time standards must be included (if applicable).
- f) Merchants must disclose the Merchant's country of origin (i.e., United States). Card association logos must be displayed.
- g) Terms and conditions, return policies as well as export and/or legal restrictions (including for international transactions, if applicable) must be displayed on the same screen as the checkout screen (where the total purchase amount is displayed), OR within the sequence of web pages the customer accesses during the checkout process.
- h) A clear and concise privacy policy. This must also disclose what information is collected, how it is tracked and with whom it is shared.

- i) The Site's security method for the transmission of payment data (i.e., SSL Secured 128 bit).
- j) Customers must be able to review all information prior to completing the sale and have the option to cancel the sale.
- k) Contact information for the web hosting service must also be displayed.

## **22. Survival**

Any provision of this Agreement that is reasonably necessary to accomplish or enforce the purpose of this Agreement, will survive the termination of this Agreement and remain in full force and effect.

## **Addendum A**

### **Merchant Services Agreement for RevTrak Users**

In accordance with the RevTrak User Agreement, you, in connection with Vantiv, LLC and its designated Member Bank, Fifth Third Bank an Ohio banking corporation, or other financial services or payment processing entities we may use from time to time (collectively "Bank Processors"), will provide you with certain payment processing services ("Services") in accordance with the terms of this Merchant Services Agreement. In consideration of your receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), you are required to (i) enter into a direct relationship with an entity that is a member of the Associations and (ii) agree to comply with Association rules as they pertain to applicable credit and debit card payments. By executing this Merchant Services Agreement, you are fulfilling the Association rule of entering into a direct relationship with a Member of the Associations; however, Bank Processors understands that you may have contracted with us to obtain certain processing services and that we may have agreed to be responsible to you for all or part of your obligations contained herein. This Addendum applies to transactions processed through Vantiv/ Fifth Third.

In consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

#### **1. Certain Merchant Responsibilities**

You agree to participate, and to cause third parties acting as your agent ("Agents"), to participate, in the Associations in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of the Associations (Operating Regulations). You also agree to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, you agree that you will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, your software providers and/or equipment providers.

If appropriately indicated in your agreement with us, you may be a limited-acceptance Merchant, which means that you have elected to accept only certain Visa and/or MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Bank Processors have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. You, and not Bank Processors,



will be solely responsible for the implementation of your decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

You shall only complete sales transactions produced as the direct result of bona fide sales made by you to cardholders, and are expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than you, or for purposes related to financing terrorist activities.

You may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). You may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: You are a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) your primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

## **2. Merchant Prohibitions**

You must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that you impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from you, v) disburse funds in the form of cash unless you are dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by you), or you are participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to you, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by you, or ix) submit a transaction that represents collection of a dishonored check. You further agree that you, under no circumstance, will store cardholder data in violation of the Laws or the Operating

Regulations including but not limited to the storage of track-2 data. Neither you nor your Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

### **3. Settlement**

Upon receipt of your sales data for card transactions processed through us, Bank Processors will process your sales data to facilitate the funds transfer between the various Associations and you. After Bank Processors receives credit for such sales data, Bank Processors will fund you, either directly to your Merchant-Owned Designated Account or through us to an account designated by us ("Designated Account"), at Bank Processors' sole option, for such card transactions. You agree that the deposit of funds to the Designated Account shall discharge Bank Processors of its settlement obligation to you, and that any dispute regarding the receipt or amount of settlement shall be between us and you. Bank Processors will debit the Designated Account for funds owed to Bank Processors as a result of the Services provided hereunder, unless a Merchant-owned account is otherwise designated. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Bank Processors reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from us or you.

### **4. Term and Termination**

This Merchant Services Agreement shall be binding upon you upon your execution. The term of this Merchant Services Agreement shall begin, and the terms of the Merchant Services Agreement shall be binding upon Bank Processors, on the date Bank Processors accepts this Merchant Services Agreement by issuing a merchant identification number, and shall continue until either party gives at least thirty (30) days prior written notice to the other party.

Notwithstanding the foregoing, Bank Processors may immediately cease providing Services and/or terminate this Merchant Services Agreement without notice if (i) you or we fail to pay any amount to Bank Processors when due, (ii) in Bank Processors' opinion, provision of a service to you or us may be a violation of the Operating Regulations, or any applicable state, federal, or local laws, rules, and regulations ("Laws"), (iii) Bank Processors believe that you have violated or are likely to violate the Operating Regulations or the Laws, or iv) Bank Processors are required to do so by any of the Associations.

## **5. Limits of Liability**

You agree to provide Bank Processors with written notice, specifically detailing any alleged failure, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by you and a waiver of any and all rights to dispute such failure or error. Bank Processors shall bear no liability and have no obligations to correct any errors resulting from your failure to comply with the duties and obligations of the preceding sentence.

Bank Processors' liability related to or arising out of this Merchant Services Agreement shall in no event exceed \$5,000. Your sole and exclusive remedy for any and all claims against Bank Processors arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Services Agreement. You acknowledge that Bank Processors are not liable for any of our actions or failure to act by and that Bank Processors shall have no liability whatsoever in connection with any products or services provided by us to you.

## **6. Miscellaneous**

This Merchant Services Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by you without the prior written consent of Bank Processors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Bank Processors and you and is not for the benefit of, and may not be enforced by, any other party. Bank Processors may amend this Merchant Services Agreement upon notice to you in accordance with Bank Processors' standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Services Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Merchant Services Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Merchant Services Agreement. The Member Bank is a party to this Merchant Services Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by us or Bank Processors at any time without notice to you.



# Vanco Food

## Merchant Terms and Services Agreement - Food

Revised June 25, 2020

This Merchant Services Agreement (“**Agreement**”) governs your use and access of the services and tools to facilitate your acceptance of Card payments, eChecks and ACH transfers from Customer deposit accounts in connection with your use of Vanco Food (collectively “**Services**”) and constitutes a legally binding agreement between Food Service Solutions, Inc., headquartered at 5600 American Blvd West, Suite 400, Bloomington, MN, 55437 (“**Provider**”) and you, the merchant named in the online registration (“**Merchant**” or “**You**”). Payment processing services are provided by Litle & Co., LLC (“**Processor**”) and Fifth Third Bank (as such bank may change from time to time, the “**Bank**”), with Provider acting as a payment facilitator on behalf of Merchant.

All capitalized terms that are not defined within the terms below are defined in the [Glossary](#) at the end of this Agreement. If you enter into these terms or use the Services on behalf of a Merchant, you represent that you have authority to bind such Merchant and your acceptance will be deemed acceptance by such Merchant.

This Agreement includes the terms of this Agreement and all exhibits hereto as well as the Rules and our [Privacy Policy](#) incorporated herein by reference, which describes our collection and use of Merchant’s information through the Services. The American Express, VISA, MasterCard and Discover Rules are available on their respective websites. The NACHA Rules are available for purchase at <https://www.nacha.org/rules>

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT (INCLUDING THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS) AND ACCEPT ALL OF ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE SERVICES.

**1. Scope; Changes and Updates.** The Services are intended for use only for transactions within the country where Merchant is located. Merchant may not use the Services for any other transactions. Provider reserves the right to modify the Services or terms of this Agreement at any time upon notice. Provider will notify Merchant of any material changes by posting them in the Dashboard, sending Merchant a message or otherwise notifying Merchant when Merchant logs into its account. Merchant’s continued use of the Services after any such changes shall constitute Merchant’s consent to such changes. The Rules and NACHA Rules may change at any time without notice.

**2. Application, Accuracy of Information and Account Creation.** In order to use the Services, Merchant must submit an application with Merchant information for approval by Provider. Merchant warrants that all information submitted as part of Merchant’s application and in connection with receipt of the Services is complete and accurate and Merchant agrees to authorize us to conduct an investigation of Merchant’s credit history and that of its principals with various credit reporting and credit bureau agencies for the purpose of determining eligibility for the Services and acceptance of this Agreement and ongoing performance hereunder. Merchant acknowledges that if, at any time, Provider cannot verify that this information is complete and accurate, Provider may deny Merchant use of Provider’s Services, or close the Merchant Account. Upon approval of an application, Provider will provide Merchant with access codes for a Merchant Account to allow Merchant to process and monitor transactions pursuant to the terms and services of this Agreement. Merchant may not disclose such codes or permit any third party to use them on penalty of forfeiting access to the Merchant Account. Except as required to deliver the Services and as permitted by Provider’s Privacy Policy, Provider will not grant any third-party access to the Merchant Account.

**3. Transaction Processing and Settlement.** Merchant authorizes Provider to provide the Services and to act on Merchant’s behalf to direct Processor to acquire, process and settle payments for transactions initiated by Customers as part of Vanco Food, subject to Merchant’s compliance with any technical specifications prescribed by Provider, Processor, Bank, and the Rules. Bank shall deposit settlement funds into, or withdraw funds for any errors, chargebacks, refunds, reversals or fees owed to Provider from, the Merchant Deposit Account(s) via direct bank or ACH transfer. If Bank cannot transfer the funds to the Merchant’s Deposit Account (due to inaccurate or obsolete bank account information entered by the Merchant, or for any other reason), Provider, Bank or Processor may refund the funds to the Customer or escheat them to the appropriate government authority. Bank, Provider, and Processor will not have any liability to Merchant for funds so refunded or escheated.

**4. Fees.** Provider will charge Merchant the fees specified during the application process, and as updated from time to time. Fees will be paid by Merchant to Provider as set forth in this Section 4. Fees owed to Provider by Merchant will be directly debited by Provider from Merchant's Deposit Account(s) 2 business days after the Client Statement is generated. Alternatively, upon Merchant's request, and prior to Merchant's initial implementation, Provider shall deduct such fees from Merchant's transaction settlements prior to such settlements being depositing into Merchant's Deposit Accounts (a/k/a "net funding").

**5. Debit / Credit Authorization.** Merchant authorizes Processor and Bank to initiate ACH debits and credits, wire transfers, or depository transfer checks to or from the Deposit Account(s) for the purposes set forth in this Agreement, including without limitation to pay Provider for any fees or other amounts Merchant owes Provider under this Agreement. Merchant authorizes Processor and Bank to initiate adjustments for any amounts credited or debited to the Deposit Account(s) in error. During the term of this Agreement and for no less than one (1) year thereafter, Merchant will maintain a positive balance in the Deposit Account(s) at all times sufficient to accommodate all funding required by this Agreement. If the amount available in the Deposit Account(s) is insufficient to pay amounts owed under this Agreement, Merchant shall immediately deposit additional funds into the Deposit Account(s) to cover such deficiency or shall pay such deficiency directly to, or as instructed by, Provider. Merchant agrees to reimburse Provider, Processor or Bank, as applicable, on demand, for any losses incurred as a result of insufficient funds in the Deposit Account(s) Merchant agrees Provider, Processor or Bank may set off amounts Merchant owes them against amounts owed to Merchant or take any action available by law to collect amounts owed. Merchant's ACH authorization pursuant to this Section 5 shall not be revoked until all Merchant obligations under this Agreement are satisfied and Merchant gives Provider written notice of revocation, and Merchant understands that Provider requires a reasonable time to act on any Merchant revocation. Merchant will ensure that each Customer authorizes Processor and Bank to initiate credit and debit ACH entries, wire transfers or forms of fund transfers to and from the Customers for the purposes set forth in the Agreement.

**6. Prohibited Users.** Merchant agrees to use commercially reasonable efforts to prevent Prohibited Users from using the Services and to promptly remove a Customer from the Services and notify Provider upon obtaining knowledge that the Customer is a Prohibited User.

**7. Merchant Relationship and Product Responsibility; Indemnification.** Provider is not party to the Merchant Relationship with Merchant's Customer that initiates the transaction, and Provider shall have no obligations thereunder or in respect thereof. To the extent allowed by applicable law, Merchant shall indemnify and hold harmless Provider, Processor, Bank, Payment Network, and all third parties from any and all claims, losses or other liabilities arising from or in relation to (i) the Merchant Relationship or any Product; and/or (ii) Merchant's non-compliance with the NACHA Rules, applicable law or the Rules, in each case including any and all costs associated with the legal defense related to such claims. Each transaction processed hereunder shall be a payment by Customer to Merchant that is facilitated by Provider and processed and settled by Processor and/or Bank as agents on behalf of Merchant. Merchant hereby appoints Provider, Processor and Bank as its agents for the purposes of receiving transaction payments on behalf of Merchant from its Customers. Provider shall have the right, but not the obligation, to issue receipts to Customers for all transaction funds received from Customers in connection with the Services.

Merchant is responsible for its Product and all customer service issues relating to Merchant's Product, including pricing, order fulfillment, order cancellation by Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with Merchant personnel, policies or processes. Merchant shall post its customer service telephone number on its website. In performing customer service, Merchant shall always present itself as a separate entity from Provider.

**8. Provider Role and Status.** Merchant acknowledges that (i) Provider is not a bank, money transmitter or other money services business. Provider's Service is that of a payment facilitator, by which Provider, Processor and Bank act on behalf of Merchant in the receipt of transaction payments from Customers. Funds received by Merchant from Customers in connection with the Services are not insured by Provider or any third party, except to the extent the Merchant Account(s) receive deposit insurance from the Federal Deposit Insurance Corporation as deposits of the financial institution wherein the Merchant Account(s) are maintained; (ii) Bank or Processor, not Provider, settles transaction

funds to Merchant Account(s); (iii) Provider does not at any point hold, own or control funds in connection with the Services, nor does Provider transmit money or monetary value; (iv) in connection with the Services, Provider does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission; and (v) the Bank or Processor is the party with sole responsibility for conducting the settlement of funds between Customers and Merchants. Provider is not a party to any transaction between Merchant and Customers processed via the Services.

**9. Monitoring.** Provider reserves the right to monitor Merchant's use of the Service to ensure compliance with this Agreement, the Rules and applicable laws. Merchant agrees that it shall allow a third-party audit of its compliance with this Agreement, the Rules and applicable laws and regulations upon reasonable notice, which shall be at Merchant's expense if it is required by Processor, Bank or a government agency. If Provider or any third party monitoring or auditing Merchant determines that Merchant is not in compliance with this Agreement, the Rules or applicable law, Provider reserves the right to take appropriate action, in its sole discretion, including, but not limited to, suspending or terminating this Agreement or access to the Services.

**10. Merchant Obligations.** In addition to any other obligations or requirements of Merchant set forth elsewhere in this Agreement, the Rules or under applicable law, Merchant agrees to the following in connection with its use of the Services:

**A.** Merchant shall comply, and cause third parties acting as Merchant's agents to comply, with the Rules and applicable law related to its and its Customers' use of the Services. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Merchant's "agents" shall include, but are not limited to, Merchant's software providers and/or equipment providers.

**B.** Merchant shall permit Provider to monitor Merchant's and its Customers' use of the Services to ensure compliance with this Agreement, applicable laws and the Rules.

**C.** Merchant shall notify Provider immediately of any Customer disputes or other matters that require escalation to Processor or Bank and shall immediately forward to Provider any notices received by Merchant concerning a disputed payment transaction.

**D.** Merchant shall ensure that only sales transactions produced as the direct result of bona fide sales to Customers for such identified products and/or services as part of the Merchant Relationship are completed and delivered to Provider via the Services for processing.

**E.** Merchant shall not present sales transactions for any purposes related to any illegal or Prohibited Activity, including but not limited to money-laundering or financing of terrorist activities.

**F.** Merchant shall be located in the United States at all times during the term of this Agreement.

**G.** Merchant shall not transfer or attempt to transfer its financial liability under this Agreement to Customers by asking or requiring them to waive their dispute rights.

**H.** Merchant is solely liable for, and shall indemnify and hold harmless Provider, Processor and Bank from and against, all of its Customers' acts and omissions, all Customer disputes, and all Customer service-related issues. Merchant agrees that Provider, Processor or Bank may refuse to process any transaction initiated via the Services, in its reasonable discretion.

**I.** Merchant shall post a privacy policy to its website describing how it collects, shares, uses and protects personal information and shall honor the terms of such privacy policy.



J. Exclusively with respect to transactions conducted with an American Express card (and not with respect to any other transactions):

- a) Merchant agrees to comply with, and accept American Express Cards in accordance with, the terms of the Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
- b) The American Express Merchant Operating Guide is located here: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide) and incorporated by reference herein.
- c) Merchant hereby expressly authorizes Processor to submit transactions to, and receive settlement from, American Express on behalf of Merchant.
- d) Merchant understands and agrees that (i) Processor may disclose transaction data, merchant data, and other information about Merchant to American Express, and (ii) American Express may use such information to perform its responsibilities in connection herewith, promote the American Express network, perform analytics and create reports, and for any other lawful business purpose, including commercial marketing communications purposes within the parameters of its agreement with Processor, and important transactional or relationship communications from American Express.
- e) Merchant understands that it may contact Processor at any time to opt out of marketing messages from American Express. Merchant understands such opt out will not preclude Merchant from receiving important transactional or relationship communications from American Express.
- f) Merchant understands that American Express may use information obtained from Merchant's application at the time of setup to screen and/or monitor Merchant in connection with card marketing and administrative purposes.
- g) Merchant acknowledges that it may be converted from this program to a direct card acceptance relationship with American Express if and when it becomes a "High CV Merchant" in accordance with Section 10.5 of the American Express Operating Regulations. Merchant expressly agrees that, upon such conversion, (i) Merchant will be bound by American Express' then-current "Card Acceptance Agreement"; and (ii) American Express will set pricing and other fees payable by the Merchant for card acceptance.
- h) Merchant expressly agrees that it shall not assign to any third party any payments due to it under the Agreement, and all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign further transaction receivables to Processor, its affiliated entities and/or any other cash advance funding source that partners with Processor or its affiliated entities, without consent of American Express.
- i) Merchant hereby grants American Express third-party beneficiary rights, but not obligations, to this Agreement that will fully provide American Express the ability to enforce the terms of this Agreement against Merchant.
- j) Merchant understands that it may opt out of accepting American Express cards at any time without penalty and without directly or indirectly affecting its rights to accept other payment products.
- k) Merchant acknowledges that Processor has the right to terminate Merchant's right to accept American Express cards (i) if Merchant breaches any of the provisions of this Section 10(J) or the American Express Merchant Operating Guide; (ii) for cause or fraudulent or other activity; or (iii) upon American Express' request.
- l) Merchant agrees that its refund policies for purchases on American Express cards shall be at least as favorable as its refund policies for purchases or any other payment products, and the refund policy shall be disclosed to American Express cardmembers at the time of purchase and in compliance with applicable laws.
- m) Merchant shall not bill or collect from any American Express cardmember for any purchase or payment on such card unless chargeback has been exercised, the Merchant has fully paid for such charge, and it otherwise has the right to do so.
- n) Merchant agrees to comply with the American Express Data Security Requirements and Payment Card Industry Data Security Standard, each as described in Chapter 15 of the American Express Operating Regulations.
- o) Merchant agrees to report all instances of any data incidents immediately to Processor after discovery of the incident.

- p) Merchant agrees to cease all use of, and remove American Express licensed marks from, its website and wherever else they are displayed, upon termination of this Agreement or Merchant's participation in the American Express program.

**11. Merchant Data Consent.** Merchant expressly consents for Provider, Processor, Bank and all third parties that assist in the delivery of the Services to collect, use, store and disclose Merchant information, including that provided in the Application, information concerning Customers, transactions and the business of the Merchant in order to supply the Services, generate reports, reduce fraud, provide customer support, create and share aggregated, de-identified data concerning the Services and assess the risk associated with the Merchant and its Customers. Payment Networks shall have the right to receive and use such Merchant or Customer information as is necessary to process payment transactions initiated pursuant to the Services provided in this Agreement.

**12. Direct Merchant Status.** As if and required by Processor, if Merchant processes a certain volume of transactions in a 12-month period (as provided by the Rules), Merchant shall enter into a separate Merchant Services Agreement, the terms of which will be independently enforceable by Processor.

**13. Taxes.** Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Provider, Processor or the Bank may have tax reporting responsibilities in connection with the Service. Provider will report annually to the Internal Revenue Service ("IRS") on Form 1099-K or to other entities as required by law, Merchant's entity name, address, Tax Identification Number or Employer Identification Number (EIN), the total dollar amount of the payments Merchant receives in a calendar year and other information as may be requested. If Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying themselves and their transactions, issuing any required reports and receipts, and making any required tax or other filings.

**14. Refunds and Returns.** By accepting Card transactions with us, Merchant agrees to process returns of, and provide refunds and adjustments for, Merchant's Products in accordance with this Agreement and the Rules, including without limitation, the following: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Merchant's return or cancellation policy to Customers at the time of purchase, (iii) not give cash refunds to a Customer in connection with a Card sale unless required by law, and (iv) not accept cash or any other item of value for preparing a Card sale refund.

The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales receipt. Merchant can process a refund through Merchant's Deposit Account up to three hundred and sixty five (365) days from the day Merchant accepted the payment. Provider will then net the refund from Merchant's processing transactions. Neither Bank, Processor nor Provider is obligated to process refunds that will result in a negative balance in Merchant's Deposit Account.

**15. Chargebacks.** All payments made through the Payment Networks are conditional and subject to reversals and adjustments. The Rules and applicable laws give parties to payment transactions certain rights to dispute transactions long after payment has been made to the merchant. A transaction may be reversed or charged back to Merchant's Deposit Account (a "Chargeback") if the transaction (i) is disputed by the Customer; (ii) is reversed for any reason; (iii) was not authorized or Provider has any reason to believe that the transaction was not authorized; or (iv) is allegedly unlawful, suspicious, or in violation of the terms of this Agreement. Provider does not decide what transactions are charged back and does not control the ultimate resolution of the Chargeback. Merchant is responsible for all Chargebacks, whether or not the Chargeback complies with the Rules.

For any transaction that results in a Chargeback, Provider will withhold the Chargeback amount and any associated fees, fines and penalties from transaction settlements otherwise due to Merchant or will deduct the amount of any Chargeback from Merchant's Deposit Account. If Provider is unable to recover funds related to a Chargeback for which Merchant is liable, Merchant agrees to pay Provider the full amount of the Chargeback and all associated fees, fines and penalties immediately upon demand. While Merchant may still be able to pursue a claim directly against the cardholder, neither Provider, Processor nor Bank is responsible for such transaction.

If Provider, Processor or Bank, in our sole discretion, determine that Merchant is incurring an excessive amount of Chargebacks, Provider, Processor or Bank may establish controls or conditions governing Merchant's Deposit Account, including without limitation (i) assessing additional Fees; (ii) delaying settlement payouts; and (iii) terminating or suspending the Services.

Merchant agrees to timely assist Provider when requested, at Merchant's expense, to investigate any of Merchant's transactions processed through this Agreement. Merchant hereby permits Provider to share information about a Chargeback with the Customer, the Customer's financial institution, and Merchant's financial institution in order to investigate and/or mediate a Chargeback. Provider will request necessary information from Merchant to contest the Chargeback. If the Chargeback is contested successfully, Provider will release the reserved funds to Merchant's Deposit Account. If a Chargeback dispute is not resolved in Merchant's favor by the Payment Network or Issuing Bank, or Merchant chooses not to contest the Chargeback, Provider may recover the Chargeback amount and any associated fees as described in this Agreement. Merchant acknowledges that its failure to assist Provider in a timely manner may result in an irreversible Chargeback.

**16. Reserves.** To secure Merchant's obligations to Customers and to Provider, Merchant authorizes Provider to establish a Reserve Account pursuant to the terms of this Section 16. The amount of such Reserve Account shall be set by Provider in its sole discretion, and may be equal to the total amount of all completed sales transactions. Provider may fund the Reserve Account with funds that would otherwise have been sent to the Deposit Account. Provider may hold funds in the Reserve Account until such time that the event for which Merchant is collecting payments has been held or completed or such earlier time as determined by Provider in its sole discretion.

**17. Electronic Check ("eCheck") Processing and Preauthorized Electronic Debit Entries.** If selected by Merchant as part of the Services, Provider will provide eCheck and electronic debit entry transaction ("**Entry**") processing services to Merchant where Merchant has obtained proper authorization from Merchant's Customer that holds the deposit account to be debited ("**eCheck Authorization**"). Merchant is responsible for complying with all applicable Rules, laws and regulations governing electronic check processing, check conversion and/or the initiation of preauthorized electronic debit entries. Merchant agrees to maintain and store each eCheck Authorization and provide evidence of eCheck Authorizations to Provider upon its request. Additionally, Merchant agrees to record and store telephone conversations and other data transmissions with Customers for the purposes of demonstrating compliance with applicable Rules, laws, regulations and the requirements of this Agreement.

Provider or Processor will report to Merchant those Entries which fail Processor's verification process designed to identify accounts which have unpaid checks outstanding or have been closed for cause. If an Entry is being declined based on such verification process, Merchant agrees to provide such Customer (in a manner that complies with applicable laws, the NACHA Rules and applicable regulations) a decline notice. Merchant agrees not to reinstate Entries once they have received a "**Payment Stopped**" as a reason for a return, unless an eCheck Authorization from the Customer overriding the stop payment has been received. Merchant understands, acknowledges and agrees that Processor verifications are for informational purposes only and are not a guaranty of payment of any Entry.

Merchant has no right to cancel or amend any Entry after its receipt by Processor or Bank. Merchant is responsible for payment for an Entry even if the Entry is erroneous or is a duplicate Entry and regardless of whether Merchant was the source of the error or duplicate Entry.

**18. Cardholder Data Security.** Provider has implemented technical and organizational measures designed to secure Merchant's Customer's personal information from accidental loss and from unauthorized access, use, alteration or disclosure; however, Provider cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Merchant's, or Merchant's Customers', personal information for improper purposes.

Provider is committed to the secure operation of the systems used to operate the Services. Provider is audited on an annual basis and is certified and compliant with Level 1 Payment Card Industry Data Security Standards (PCI DSS). Provider systems are regularly tested for compliance with all applicable PCI DSS standards and best practices. Provider will maintain all applicable PCI DSS requirements to the extent that Provider possesses or otherwise stores, processes, or

transmits cardholder data on behalf of the Merchant, or otherwise impacts the security of the Provider cardholder data environment.

Merchant shall adopt and maintain the following security requirements for its security environment:

- a) Restriction on distribution of credit account numbers via unencrypted messaging technologies, such as email, instant messaging, etc.
- b) Installation of anti-virus software that updates automatically.
- c) Installation of all operating system patches, such as Windows Updates, timely to protect Merchant's system from known vulnerabilities.
- d) All Cardholder Data or deposit account information that may be used in phone orders should be entered directly into Provider's system and should not be recorded. Should hard copy data be received by Merchant, it should be destroyed immediately after received in a manner that reconstruction is not practically possible (shredding, incinerated, pulped, etc.). Any materials that are not immediately destroyed must be secured.

**19. Recordkeeping.** Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all transactions and other data; and (ii) reconciling all transaction information that is associated with Account. Merchant agrees to keep accurate and complete records of all transactions initiated pursuant to the Services provided in a form and for a length of time consistent with the Rules and applicable laws and regulations, but for no less than one year. Merchant agrees to provide access to or copies of such records to Provider, Processor or Bank upon request.

**20. Errors or Unauthorized Transactions.** If Merchant believes there is an error or unauthorized transaction activity associated with a Merchant Account, Merchant shall immediately notify Provider. Provider will attempt to correct processing errors by instructing the Bank to debit or credit the Merchant Account. Provider will only correct transactions that are processed incorrectly if and when Merchant notifies Provider of such an error in a timely fashion. Merchant expressly agrees that if Merchant fails to notify Provider that Merchant has not received its settlement funds within five (5) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice **that Merchant believes to contain an error** within sixty (60) business days from the date the report or invoice is made available to Merchant, **neither Provider, Processor nor Bank shall have any duty to take additional action and shall not be liable to Merchant regarding such settlement or error.**

**21. Confidentiality.** Each party agrees to regard and preserve as confidential all non-public information related to the business of the other party or such party's clients or vendors, which may be obtained by such party as a result of this Agreement ("**Confidential Information**"). For the avoidance of doubt, Confidential Information of Provider includes information about Vanco Food and Provider's Intellectual Property and Confidential Information of Merchant includes Merchant's Customer information. Each party agrees to hold the Confidential Information of the other in confidence and shall not disclose such information to any person or entity or use, directly or indirectly, any such information for its own benefit or the benefit of any other party provided however that Provider may use and share Merchant's Confidential Information as required by Provider and its affiliates in order to provide the Services and as further permitted under the [Privacy Policy](#). Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, if permitted by applicable law, the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict or limit the disclosure of such Confidential Information and shall limit any disclosure ultimately required to such Confidential Information as required to be disclosed. Information shall not be considered "**Confidential Information**" hereunder to the extent, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) is or was independently obtained or developed by the receiving party without use of Confidential Information of the other party.

**22. Term and Termination.** This Agreement shall be on a month-to-month basis and shall be cancelable by either party at any time for any reason upon notice to the other party in accordance with Section 28 (Electronic Communications and

Other Notices). When Merchant cancels the Services or terminates its account, any pending transactions may be cancelled. Any funds that Provider or the Bank are holding in custody for Merchant at the time of closure, less any applicable Fees and other liabilities of Merchant, will be paid to Merchant according to the Merchant payment schedule, assuming all payout-related authentication requirements have been fulfilled. If a Chargeback investigation is pending at the time Merchant terminates the Merchant Agreement or if Provider deems there is a potential for Chargebacks, Provider may hold Merchant funds as described above. If it is later determined that Merchant is entitled to some or all of the funds in dispute, Provider will release those funds to Merchant. Bank may also withhold such funds pending investigation of Merchant transactions or potential liabilities hereunder.

In addition to our rights to terminate this Agreement, Provider may also suspend the Merchant Account and Merchant's access to such Account if Merchant (i) has violated the terms of this Agreement, or any other agreement you have with us; (ii) poses an unacceptable credit or fraud risk to us, Processor or Bank; or (iii) provides any false, incomplete, inaccurate, or misleading information or otherwise engages in fraudulent or illegal conduct.

If this Agreement is terminated, you agree: (i) to continue to be bound by the terms of this Agreement that survive termination; (ii) to immediately stop using the Services and the Account; (iii) that the license provided under this Agreement shall end; (iv) that Provider reserves the right (but has no obligation) to delete all of Merchant's information and Account data stored on our servers after a reasonable period of time (but also reserves the right to retain copies thereof for up to five (5) years); and (v) that Provider shall not be liable to you or any third party on account of our termination of Merchant's access to the Services or the Merchant Account or for deletion of Merchant's information or Account data.

On any termination hereof, Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Merchant to Provider, Processor, Bank or a Payment Network.

**23. License.** Subject to Merchant obligations under this Agreement, Provider grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Services solely to facilitate the acceptance and receipt of payments and to manage the funds you so receive, in accordance with this Agreement. The Services include our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us. Merchant will be entitled to updates, subject to any additional terms made known to you at that time, when Provider makes these updates available.

Merchant may not, nor may you permit any third party to do any of the following: (i) access or monitor any material or information on any of our systems using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with us referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from us unless provided to you for that purpose; (iii) permit any third party to use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) violate the restrictions in any robot exclusion headers within the Services or any of our services or products, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Services except as expressly allowed under this section.

**24. Ownership.** The Services, of which the Merchant Account is a part, are licensed and not sold. Provider reserves all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret and other intellectual property laws. Provider owns the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the website, all copies of the website, all Services and all copies thereof, and will allow you to use our Intellectual Property to display on Merchant's site with our written permission. This Agreement does not grant you any

rights to our trademarks or service marks nor may you remove, obscure, or alter any of our trademarks or service marks included in the Service.

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Merchant may choose to or Provider may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our other products (“**Ideas**”). By submitting any Idea, you agree that Merchant’s disclosure is gratuitous, unsolicited, and without restriction, that it will not place us under any fiduciary or other obligation, and that Provider is free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. Merchant further acknowledges that, by acceptance of Merchant’s submission, Provider does not waive any rights to use similar or related Ideas previously known to us, or developed by us.

**25. No Warranties.** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICES IS AT MERCHANT’S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE OR MERCHANT’S MERCHANT ACCOUNT WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

WITHOUT LIMITING THE FOREGOING, PROVIDER, OUR PROCESSOR AND BANK, PAYMENT NETWORKS AND ALL THIRD PARTIES ASSISTING IN PROVIDING THE SERVICES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET MERCHANT’S REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED AT MERCHANT’S OWN RISK AND MERCHANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

PROVIDER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN MERCHANT AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

**26. Limitation of Liability.** PROVIDER SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES.

PROVIDER’S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY MERCHANT HEREUNDER DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) MERCHANT USE OF OR MERCHANT INABILITY TO USE THE SERVICES; (III) DELAYS OR DISRUPTIONS IN THE SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE SERVICES; (VI) ACTS OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO MERCHANT ACCOUNTS; (VIII) PROVIDER’S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR MERCHANT DIMINISHED ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS AGREEMENT OR PROVIDER’S POLICIES OR SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (XI)

PROVIDER, PROCESSOR OR ONE OF ITS BANKING OR OTHER SUPPLIERS ELECTING TO SUSPEND PROVIDING SERVICES IN RESPECT OF MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

**27. Assignment.** The Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Provider's prior written consent, and any assignment without such prior written consent will be null and void. Provider may assign any of its rights or obligations hereunder to a third party on notice to Merchant provided that the successor in interest to Provider assumes the corresponding obligations of Provider hereunder.

**28. Performance by Provider Affiliates.** Notwithstanding anything in this Agreement, Merchant agrees and acknowledges that Provider may provide some of the Services through its Affiliates or other third-party service providers. Merchant agrees and acknowledges that providing the Services through any third party or Affiliate shall not be considered an assignment of this Agreement unless agreed upon in writing and Provider shall be the sole entity liable for any provisions in this Agreement which apply to Provider including to the performance of the Services and execution of the Agreement.

**29. Electronic Communication and Other Notices.** Merchant agrees that Provider may provide all notices and other communications required or permitted to be given by Merchant hereunder by electronic means through Merchant's Vanco Food account and such notices are considered received by Merchant twenty-four (24) hours after posting or transmission by Provider. Such Provider communications to the Merchant may include but are not limited to: (i) agreements and policies, such as this Agreement and our [Privacy Policy](#) including updates thereto; (ii) annual disclosures; (iii) transaction receipts or confirmations; (iv) communication in relation to delinquent accounts (which may also be by phone, and may be made by Provider or by anyone on its behalf, including a third party collection agent); (v) Client Statements and history; and (vi) tax statements. Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Provider or other communication is blocked by a spam filter or other issue outside of the control of Provider, Merchant shall be deemed to have received the communication all the same. Any notices or demands from Merchant to Provider under this Agreement, including without limitation notices regarding termination or breach of this Agreement, shall be in writing and shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to Provider at the address noted in the first paragraph of the Agreement.

**30. Third Party Services.** Provider is not liable for Third Party Servicers or their services even if the Services contains links to them or the Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Provider. Merchant agrees that Merchant accesses any such website at Merchant's own risk.

**31. Independent Contractors.** The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

**32. Whole Agreement.** This Agreement and all exhibits and documents referenced herein constitute the entire understanding and agreement between the parties and supersedes any and all prior discussions, agreements, promises and correspondence, whether oral or written, with regard to the subject matter hereof or otherwise, including (without limitation) any memorandum of understanding between the parties.

**33. Governing Law.** This Agreement and any dispute arising hereunder shall be governed by the law of the state in which the Merchant is located, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.

**34. Arbitration.** Merchant and Provider shall settle all disputes relating in any way to this Agreement or arising from or in respect of this Agreement exclusively by binding arbitration rather than in court, except that either party may assert claims in small claims court if it qualifies. In addition, either party may bring suit in court to enjoin infringement or other

unauthorized use of any intellectual property rights. The Federal Arbitration Act and federal arbitration law apply to this agreement.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ONLY ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND MERCHANT IS WAIVING MERCHANT'S RIGHTS TO HAVE MERCHANT'S CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST PROVIDER. All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association ([www.adr.org](http://www.adr.org)) ("**AAA**") according to this provision and the applicable arbitration rules. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Arbitration shall take place not more than fifty (50) miles from the office of the Provider before a single arbitrator who is a lawyer practicing commercial law.

**35. Limitation on Time to Initiate a Dispute.** Unless otherwise required by law, an action or proceeding by Merchant hereunder relating to any dispute or claim by Merchant must commence within one (1) year after the cause of action occurs, failing which Merchant foregoes any rights in respect thereof.

**36. Interpretation.** No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. Headings in this Agreement are included for reference purposes only and are not to be used in interpreting this Agreement.

In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party except as expressly set forth herein.

**37. Survival.** Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and any confidentiality clauses shall survive termination hereof.



## Glossary

“**ACH**” means the Automated Clearing House;

“**Affiliate**” means, with respect to any party, any corporation, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a Person that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity;

“**Application**” means an electronic or paper form completed by the Merchant in relation to procuring the Services which shall form a part hereof and constitute representations by the Merchant hereunder;

“**Bank**” means a member of a Payment Network that has sponsored Provider as a payment services provider, payment facilitator or otherwise to supply the Services and that acquires Card transaction funds through Payment Networks. Bank shall also include Processor;

“**Card**” means a payment card or account number issued by a Payment Network member to a cardholder pursuant to a valid agreement between the cardholder and the Issuing Bank;

“**Cardholder Data**” means information associated with a Card, such as account number, expiration date, and CVV2;

“**Client Statement**” means the monthly statement delivered by Provider to Merchant describing processing and applicable fees;

“**Customer**” means a Person paying for goods and services from Merchant via Vanco Food and its related tools and services;

“**Dashboard**” means online access for the management of the Services.

“**Deposit Account**” means a deposit account of Merchant at a financial institution in the U.S. identified for use in conjunction with this Agreement by the Merchant on the Merchant Services Agreement, through the Services or on the Application;

“**eCheck**” means an electronic version of a paper check used to make payments online;

“**Fees**” means the fees of Provider for which Merchant is liable in exchange for the Services. Fees are set out in the Application, Agreement and/or the Services. Fees are subject to change on thirty (30) days prior notice through the Account only; if Merchant continues to use the Services after such thirty (30) days it shall be deemed to agree to the change in Fees. Fees may also change, with or without prior notice, if Payment Networks or other third parties impose additional fees on Provider for the supply of the Services or on amendments to applicable law that require Provider to amend the Fees;

“**Issuing Bank**” means a member of a Payment Network that issues Payment Network-branded Cards pursuant to the Rules;

“**Merchant**” or “**you**” means the business entity identified on the Merchant Services Agreement;

“**Merchant Account**” or “**Account**” means a secure website account that allows the Merchant to monitor transactions and Fees through the Services;

“**Merchant Relationship**” means the commercial or legal relationship between Merchant and its customer by which Merchant supplies Product to customer giving rise to the transaction;

“**NACHA**” means the National Automated Clearing House Association;

**“Payment Network”** means American Express, Visa, MasterCard, Discover, NACHA (with respect to ACH transactions) and such other payment networks as Provider indicates are compatible with the Services;

**“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a governmental office or agency, and the executors, administrators or other legal representatives of an individual in such capacity;

**“Processor”** means a payment processor that has contracted with Provider to provide payment processing in connection with Provider’s provision of the Services;

**“Product”** means any product or service offered for sale or sold by Merchant;

**“Prohibited Activity”** means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers’ clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment or “get rich quick” merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving “pay only for shipping” and/or “free trial” periods; medical equipment; multi-level marketing businesses, pyramid or ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, Merchant may not use the service for; impersonating any Person or falsely claiming an affiliation with any Person; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than Merchant; providing Merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state,

national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Provider, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Provider or Provider's business partners; sending or receiving what Provider considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Provider; operating outside the United States; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Provider may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Provider to be unauthorized, illegal, or criminal;

**"Prohibited User"** means any Person who (i) appears on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) is less than 18 years of age; (iii) previously has been terminated, or whose Affiliates have been previously terminated, for cause by Provider, its Processor, Bank, or any of their respective Affiliates; or (iv) is not both domiciled and resident in the United States.

**"Rules"** means (i) for card transactions, the Payment Networks' by-laws, operating regulations and/or all other applicable rules, policies and procedures governing American Express, Visa, MasterCard and Discover Network Credit Cards and Non-PIN Debit Cards, including but not limited to the Payment Card Industry Data Security Standards, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, all applicable Card acceptance and website requirements, all operating regulations governing Merchants or Sponsored Merchants, and any other program or requirement that may be published and/or mandated by the Payment Networks related to the Services provided hereunder; or (ii) for ACH or eCheck transactions, the NACHA rules governing ACH payment processing;

**"Third Party Servicer"** means a third party that provides a product or service that Merchant wishes to procure which product or service may or may not be compatible or integrated with the Services.

## **Vanco Food Terms of Service**

Last Updated: June 25, 2020

These Terms of Service (“Terms”) govern your access and use of the Vanco Food software services (“Services”) provided by Vanco Payment Solutions, Inc. and its subsidiaries and affiliates (“Vanco,” “we” or “us”).

These Terms are a legal agreement by and between you and Vanco. The following terms, together with Vanco’s [Privacy Policy](#), govern your access to and use of the Services. “You” and similar terms means you as an individual, as well as the organization on whose behalf you are using the Services (“Organization”), and you represent and warrant that you are authorized to enter into this agreement on behalf of such Organization. By clicking on the “I Agree” check box or otherwise using the Services, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you must not register for an account or access or use the Services.

Vanco reserves the right to make changes to these Terms at any time. All changes are effective immediately when we provide you notice of the changes, and apply to all access to and use of the Services thereafter. If you are dissatisfied with the Services or these Terms, you agree that your sole and exclusive remedy is to discontinue using the Services.

### **Eligibility Requirements**

The Services are offered and available to users who are 18 years of age or older and reside in the United States. By using the Services, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Services.

### **Account Creation**

You must register and create an account in order to access and use the Services. Certain users are or may be designated as administrative users (“Admin Users”). Admin Users can create additional authorized user accounts. Admin Users will also receive processing reports and invoices via email. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Services.

By claiming Admin User status, you agree that:

- You have the authority to represent the Organization;
- You will provide true, accurate and complete information through the Services;
- You are solely liable and responsible for all actions taken via your user account; and

- You are either an employee or volunteer of the Organization, and are not an independent contractor receiving any form of compensation for the fundraising activities being conducted through the Services.

You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Services, including your Federal Tax ID Number, processing statements, or bank statement. It is a condition of your access and use of the Services that all the information you provide to register with the Services is correct, current, and complete. You agree that all information you provide to register with the Services is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

### **Account Security**

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

### **License**

Subject to your compliance with these Terms, we hereby grant you a non-exclusive, non-transferable right to access and use the Services, solely and strictly for the purpose of raising contributions for the Organization and/or collecting payments for services or products provided by the Organization, in each case in accordance with these Terms. You understand and agree that the Services are provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Services under these Terms.

We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users. Vanco does not make any representations or guarantees regarding uptime or availability of the Services.

You are responsible for:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them.

We may block, limit or terminate your access to the Services for any reason, including if: (i) you violate these Terms; (ii) you violate any applicable law or regulation relating to your use of the Services; (iii) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; or (iv) you breach any other agreement with us.

### **Fees & Term**

The fees and term for the Services are set forth at sign-up. You may also be responsible for one-time set up fees, processing fees, or other fees, which are necessary to provide you the Services. You may also be offered the ability to add-on additional solutions to your subscription which incur one-time equipment fees and/or maintenance fees, in addition to the fees associated with your subscription. Such fees will be described when you register to use the Services.

Your agreement to these Terms becomes binding upon clicking “I Accept.” Upon terminating a subscription, your account and the Services will become unusable. Users are not entitled to any refund of subscription fees. Vanco is under no further obligations to you upon your termination of the subscription.

Vanco reserves the right to cancel subscriptions at any time for any reason.

### **Payment Processing**

In order to purchase a subscription to the Services or other related Vanco services you may be asked to supply certain relevant information, including your bank account information, credit or payment card number and expiration date or similar payment information, and your billing address. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with the purchase of a subscription and that you have all authority necessary to purchase a subscription using the credit card or payment mechanism that you submit. By submitting such information, you grant Vanco the right to provide such information to third parties for the purposes of facilitating your purchase. You acknowledge and agree that Vanco is not responsible for how any third party credit card or other payment method processor transmits, stores, uses or shares your information.

### **Communicating with You**

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

### **Appropriate Use and Limitations**

The Services are controlled and operated by Vanco from its offices within the United States and is intended only for use by users in the United States. The Services are not intended to subject Vanco to

jurisdiction or law other than the laws of the United States, as applicable. Vanco makes no representation that the information or materials on or linked through the Services are appropriate or available for use in other locations. Those who choose to access the Services from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.

You shall not use the Services for any purposes beyond the scope of the access granted by these Terms. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

In connection with the Services, you must not: (i) transmit or otherwise make available through or in connection with the Services, any virus, work, Trojan horse, time bomb, or other computer code, file or program that is potentially harmful or malicious; (ii) use any device, software or routine that interferes with the Services; (iii) use the Services in an unlawful or fraudulent manner; (iv) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer or database connected to the Services; (v) use any automatic device, process or means to access the Services for any purpose, including monitoring or copying content on the Services; and (vi) otherwise attempt to interfere with the proper working of the Services.

We reserve the right to terminate access to the Services at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

### **Intellectual Property Ownership**

You acknowledge that, as between you and Vanco, Vanco owns all right, title, and interest, including all intellectual property rights, in and to the Services and, with respect to third-party products, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the third-party products.

Vanco names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Vanco. All rights are reserved. You are not authorized to use any Vanco name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Vanco, except you may use the Vanco name or mark in connection with your

advertisement of your use of the Services. All other trademarks appearing in connection with the Services are the property of their respective owners.

The entire contents and design of the Services are protected by U.S. and international copyright law. All rights regarding the Services and materials contained on the Services are either owned by Vanco, are licensed to it, or are used with permission. Vanco and its licensors, vendors or other service Vanco retain and reserve all proprietary rights to the contents of the Services.

### **Updates**

We may from time to time in our sole discretion develop and provide Services updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

### **Links to Third-Party Sites**

The Services may contain links to other websites that are not owned and operated by Vanco (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site through a link, even though it appears that you are still on Vanco's Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Vanco, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides.

### **Customer Content**

The Services may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "Customer Content"). In uploading, posting or sharing such Customer Content, you grant Vanco and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download Customer Content, and post or forward Customer Content to others, for the purpose of providing you the Services, promoting you and soliciting contributions.

### **Customer Representations and Warranties**

You hereby represent and warrant to Vanco that: (i) you are the owner or valid licensee of Customer Content; (ii) your or Vanco's use, publication and display of Customer Content will not infringe any patent, trademark, copyright, trade secret or other intellectual property or proprietary rights of any third party; (iii) you will comply with all applicable laws, rules and regulations and will use the



Services only for lawful purposes; and (iv) you will use the Services only for organizational purposes and not for any personal use.

### **Warranty Disclaimer**

THE SERVICES ARE PROVIDED "AS IS" AND VANCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VANCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VANCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOURS OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. VANCO DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Transmission of information via the internet is not completely secure. We cannot guarantee the security of your personal information transmitted via the Services, our website or mobile application. Any transmission of personal information is at your own risk. You acknowledge and agree that we are not responsible for circumvention of any privacy settings or security measures contained in the Services or our website.

### **Limitations of Liability**

IN NO EVENT WILL VANCO BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER VANCO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL VANCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO VANCO UNDER THESE TERMS IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**Indemnification**

You agree to defend, indemnify and hold Vanco, its parent and affiliate entities, and all of their owners, officers, directors, employees, contractors and service providers, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Services and/or your breach of these Terms.

**Governing Law**

Any claims relating to, and the use of, this website are governed by the laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any legal suit, action or proceeding arising out of or related to these Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in [Hennepin] County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**Miscellaneous**

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

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## **APPENDIX D Continued: Value Add**

### **Vanco Solution Collateral**

For your review, we have provided more detailed information regarding our solutions. See below.



# ***BEST PRACTICES***

## ***FOR BOOSTING STUDENT ENROLLMENT & RETENTION RATES***

Your students are at the core of your business so attracting and retaining customers is a top priority. ASAP has been helping educational organizations of all types for more than 20 years. These are our tested tips will help adult education groups, fine arts schools, dance studios, music schools and just about any other type of education organization increase enrollment and improve retention. And, as you'll see, simple steps can make a difference.



# THE FUNDAMENTALS OF ATTRACTING NEW STUDENTS

## Website Basics

By a few simple (but important!) changes to your web marketing approach, your organization will continue to attract new students.

Listed below are five things you should keep in mind as you're setting up your website. Many of these tips may sound obvious but you'd be surprised how many organizations are missing out on these fundamental elements.

**1. Make sure important information is easy to find:**

Let's say a potential student stumbles upon your website and has a few questions. Is there a way for them to get a hold of you?

After all, making sure potential students know how to contact you is half the battle. Make sure your location, hours, and contact info are clearly visible in the footer of your website.

**2. Claim your Google My Business listing:** If you haven't already, make sure you claim your Google My Business listing. This is a great way to connect with potential customers across Google Maps and search.

Your business information will still show up in Google's search results even if you haven't done this. But by claiming the listing, you can customize it and add information like your contact or website info.

**3. Offer online registration:** Schools that don't let students enroll online are at risk of falling behind on enrollment and retention. Most of us are accustomed to doing more and more things online, whether it's paying bills or grocery shopping. So, it makes sense that students would expect to register online as well.

**4. Make your class listings easy to find:** If you are offering online registration, make sure you make it easy to find your registration page. You'd be surprised how many organizations bury their class listings on their website. It should be easy for potential students to click on and browse through your classes.

**5. Offer flexible payment options:** Students could be attracted to unique payment options. This could include things like payment plans, punch-card classes, or new student discounts.

**6. Include compelling course descriptions:** Once potential students have clicked on your course listing, they should want to stay and browse for a while. So, look at your course descriptions, and ask yourself, "Would I register for a class with this description?"

If your descriptions aren't compelling enough, rework until you think potential students will feel moved to enroll.

These descriptions could be your only opportunity to sell your classes to people who know nothing about your business. So whenever possible, add engaging photos or videos that show prospective customers what your classes are like.

**7. Highlight your instructors:** This is probably one of the most underutilized points on the entire list. Your instructors are a valuable selling point to your business so you should highlight them whenever possible.

Include descriptions that outline their background, expertise, and teaching style. This can be a great way to encourage new students to sign up for classes.

Social media can feel like a daunting task but it's a very valuable tool for you to use. It allows you to market your classes to an entirely new audience. If you're completely new to social media, here are four easy ways for you to get started:

- 1. At a minimum, set up a Facebook page:** Facebook is free to use and a business page is an easy way to highlight your business. It's available to all Facebook users and it could also show up in Google Search results.

Once you've set up your Facebook page, take the time to optimize it with the following information:

- A link to your website
- Your location
- Your hours
- Your contact info

- 2. Encourage current students to leave Facebook reviews:** Most business owners get a little nervous at the thought of online reviews. But this really is a great way to attract new students.

The reviews will be one of the first things potential customers see when they visit your Facebook page. Showcasing positive reviews will build instant credibility with prospective customers. It's also a great way to build excitement around your services.

- 3. Aim to post at least once a week:** If your Facebook page is a ghost town, it won't impress potential customers. So, once it's set up, you should aim to post on it at least once a week.

This is very doable and you can use content that highlights and promotes your classes. Types of content we've seen schools like to post (and people like to "like") include:

- Photos from recent classes or events
- Reminders about upcoming registration dates
- Featured instructor bios
- Special upcoming workshops
- Photos or videos that show your students engaged and learning

- 4. Consider running Facebook ads:** Because of the large number of daily active Facebook users, it's a great platform to be advertising on. And, you can get started with a very small investment.

\$10 a day is enough to start testing out some ads and seeing what works and what doesn't. You can include location targeting so you'll reach customers that are located near you.

Make sure you use compelling images in your ads and include a clear call to action.

## Open house and tester classes

Like many other businesses, people looking to take classes often want to see what they'd get in your classes. Don't be shy! Show off a little for your audience.

- 1. Regularly host open houses:** Open houses are a great way to give students a preview of your business. This may sound overwhelming but if you keep it simple, you'll find that the rewards outweigh the challenges.

An open house allows you to get to know your potential customers. By being authentic, you can put them at ease and let them see what your business is all about. And when done effectively, your guests are much more likely to go home and register for your classes.

- 2. Offer tester classes:** Allow students to try the first class for free. This is a great way to give them a preview of your classes and get them excited to learn more.

Once you find new students, you need to figure out a way to keep them. Here are five things you should keep in mind about customer retention:

- 1. Focus on providing a great customer experience:** Delivering a great experience for your students should be your number one priority.

The best way to improve customer experience is by regularly conducting a customer experience audit. List the most common touch points – front desk encounters, first class experiences, etc. – for parents and students and rate yourself on a scale of one to five.

What are the areas where you can improve the most?

- 2. Collect customer feedback:** Your customers are a wealth of information if you'll take the time to ask them what they think. And the best way to do this is with customer surveys.

Survey your students at the end of each session and ask them what they think you're doing well and what areas you can improve in. These surveys should be anonymous and should include a variety of quantitative (ex. "on a scale of 1-5") and open-ended questions.

This kind of information is great because it leads to more data. The more data you have, the more informed your decision-making process will be.

- 3. Keep your staff informed:** Your staff members are a critical part of delivering an excellent experience for your students. So, you should always keep your staff in the loop about what's going on.

Try to hold monthly staff meetings where you gather feedback and talk about business

objectives. They see things that you don't so they can provide insights that you may not be aware of.

And by keeping them informed, they can help provide new ideas for growing your business and retaining customers.

- 4. Offer discounts or perks:** Consider offering special discounts or privileges to current students. This is a great way to thank your current students and incentivize them to continue doing business with you.

This could include things such as:

- Priority registration
- Early bird discounts
- Family discounts
- Multi-class discounts

- 5. Take a look at your data:** Make sure you are using data to inform your business decisions. This can help you set goals and plan for the future.

An easy way to get started is by setting up a CRM (Customer Relationship Management) or other platform that can house all your student data in one place. But you can't set it up and forget about it.

This needs to be regularly monitored and updated to preserve the quality of your data. And make sure you continue to track things like:

- Student feedback
- Which teachers generate high enrollment
- Which classes generate the most interest
- Which classes generate the highest revenue

This is pretty basic data but schools often don't think about this. The bottom line is, don't be afraid of data!

## Final Thoughts



There's a lot of information in these tips so it can be hard to know where to start. One of the best ways to cut down on your learning curve is by working with a software provider that can help you streamline administration work, so you can focus on improving enrollment and retention.

When you have the right tools in place, all of these things become easier and you can spend more time focusing on your students. ASAP can help you manage online enrollment, set up customizable payment options, track customer data, and much more.

Feel free to get in touch and see whether we might be a good fit for your organization.

***LEARN MORE AT:***

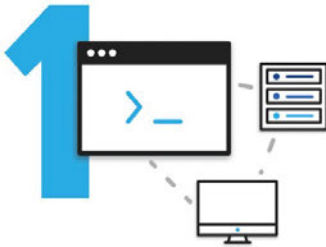
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Complete your organization profile and bank information.



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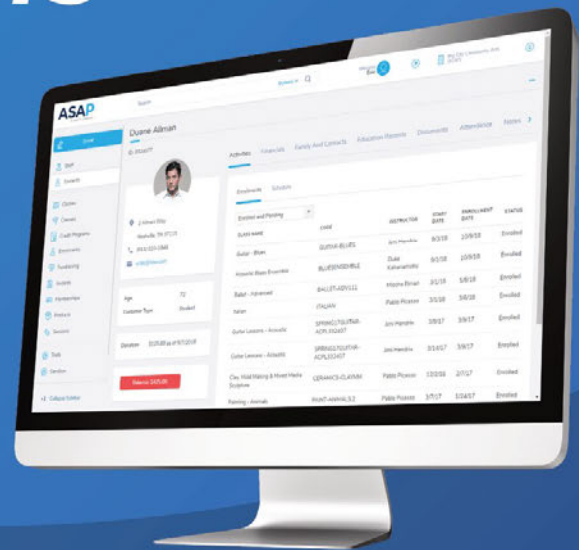
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# ASAP SUPPORTS COMMUNITY ARTS

For more than 30 years, ASAP has helped education organizations streamline activities and reduce administrative burdens by bringing class and lesson management, fundraising and financial reporting together.



## COMMUNITY ARTS EDUCATION SOFTWARE

### SOLUTIONS FOR SENIOR ADMINISTRATORS



#### Handle Everything in One Place

Manage all aspects of your program, including registration, class and faculty schedules, private lessons, payment processing and student reporting, from one easy-to-use platform.



#### Simplify Enrollment and Student Activities

Boost participation and retention by allowing students to enroll anywhere, any time with an easy-to-use online registration system.



#### Boost Fundraising Efforts

Easily schedule and launch fundraising campaigns with ASAP's performance tracking to drive greater revenue.

## SOLUTIONS FOR CFOs



### Track Every Transaction

Capture every financial transaction, from enrollment fees to promotional discounts and refunds, so you can be confident in year-over-year reporting.



### Gain Deeper Insights

Gain financial insights with a wide range of reports showing everything from private instruction hours and faculty pay to student enrollment and financial aid.



### Reconciling and Reporting Made Easy

Easily access the financial tools you need to reconcile accounts, conduct audits and gather data for your payroll processor.

## SOLUTIONS FOR SENIOR LEADERSHIP



### Boost Organizational Efficiencies

Streamline program and routine administration tasks and free staff to spend more time focusing on students, faculty and big-picture planning.



### Reduce Admin Burdens

Have your staff spend less time manually tracking and entering student, class and faculty data, releasing them to work on more substantive tasks.



### Improve Financial Analysis

Improve your ability to analyze and predict organizational costs with management tools that track enrollment, attendance and financial aid.

# SEE HOW YOU CAN SAVE TIME WITH ASAP TODAY!

Request a demo today and see how you can save time with ASAP!  
Go to [www.asapconnected.com](http://www.asapconnected.com)

Or call us at **1.888.258.1549** to get started!

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# How Much Can ConnexPoint Save Your Organization?

Do you know how much your payment processor really charges your organization? For most big processors, the transaction fee and percentage are only part of your costs. Hidden costs, monthly fees and long contracts all pile up and cut into your budget. That's why organizations that use ASAP and our payment processor, ConnexPoint, save money.

## ConnexPoint facts:

- 97% of our customers have lower rates than they had with their previous processor.
- There are no long-term contracts with ConnexPoint.
- ConnexPoint is part of Vanco, a payment processing engine that handles \$15 billion in payments each year. We support Visa, MasterCard, American Express, Discover and electronic checks.
- We built ConnexPoint specifically for educators. Vanco has a long history of processing payments for educational organizations like yours, so we understand how reducing processing costs can impact your budget.

The advantages of using ConnexPoint go beyond the budgetary benefits. Together with ASAP, we're the one-stop integrated solution for your student registration and payment processing needs.

## Using ASAP and ConnexPoint together provides your organization with...

- ✓ Centralized support – one phone number for all support needs.
- ✓ Best-in-class security and encryption some third-party providers don't offer.
- ✓ Comprehensive reporting capabilities.

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Give us a call today. We'll show you how easy it is to get started (it takes less than 30 minutes) and give you a quote. Call us to find out how much you can save.



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# HARMONIZING WITH ASAP

*The Peabody Preparatory of Johns Hopkins University uses ASAP to get registration and scheduling working in concert.*

## **ASAP Helps Peabody Preparatory Streamline Registrations and Make Better Business Decisions.**

The halls at the main campus of Peabody Preparatory, part of the Peabody Institute of Johns Hopkins University in Baltimore, overflow with students and parents. Young girls in tutus rush excitedly past an octogenarian walking with a guitar. Music from a chamber orchestra wafts into the corridor. The place is bustling with people of all ages looking forward to immersing themselves in music and the performing arts.

But what you won't see is a line of people waiting to register for classes. That used to happen, until Peabody took its registration and class management online with ASAP.

The robust system allows people to register online for both group classes and individual lessons, drastically reducing the need for in-person registrations. On the back end, ASAP supports class schedules and curriculum with different types and levels of classes and instructor experience. And, it accommodates scheduling based on space planning, easing this laborious process.



**JOHNS HOPKINS**  
PEABODY PREPARATORY

*“For the first time, we have a firm grasp of our registrations, our faculty costs and other performance data that allows us to better plan for the future.”*

**Maria Mathieson**

*Director of Peabody Preparatory*

What's more, three staff members who formerly worked mainly with walk-in registrations have been cross-trained to also work with the Peabody conservatory within the institute.

***“ASAP has been a win-win for us and for the parents of our students,”***  
*says Maria Mathieson, director of Peabody Preparatory.*

“For the first time, we have a firm grasp of our registrations, our faculty costs and other performance data that allows us to better plan for the future. Families can register at home in their jammies. They can be self-sufficient, and that takes the load off our staff.”



## ***Self-serve registrations are “magical.”***

Peabody Preparatory is a community music and dance school that shares a campus in downtown Baltimore with the institute's renowned conservatory. The community school also has three other locations in Maryland. In total, the school serves 2,500 students with 120 faculty.

ASAP has received a standing ovation from parents and others who use the registration system, partly because of ease of use, but mostly because they don't have to stand in line. They can self-serve to peruse the catalog, register for single or multiple classes and either pay in full or set up a payment plan – all within ASAP. Peabody also uses ASAP to maintain email communication with program participants.

During a focus group, Maria says one parent called the registration system ***“magical.”***

Leaders at Peabody Prep appreciate the fact that ASAP can easily link to the Johns Hopkins IT system to provide reliable reporting and to alleviate what had previously been a pain point – when employees register for classes.

Formerly, in order to receive an employee tuition discount, an employee had to fill out a paper form attesting to employee status that then had to be validated. Because ASAP links to Johns Hopkins' financial systems, however, the validation now occurs by checking a box on the appropriate registration screen.

“Now the rest of the university is looking at this feature,” says Maria, “because they still are using paper forms.”



## ***Specialized functionality for private lessons.***

Before moving to Peabody as director, Maria served as head of music at a community music school that used another class registration system in conjunction with six other schools. She described the previous system as “problematic,” noting that it didn’t meet the unique needs of music schools that offer private lessons.

***“When I found out that Peabody had adopted ASAP, it was a ‘glory, hallelujah!’ moment for me,”*** Maria says. *“I had met the CTO of ASAP at a national conference several years earlier, and he asked me what it would take to switch. What I told him is that we really need a way to book private lessons, and, obviously, they listened.”*

Because of ASAP’s greater functionality, Peabody uses the system as the single source of truth to track time and benefits, which makes the private lesson registrations Maria sought such a critical success factor. Registration fees for both group classes and private lessons vary by class type, instructor and that instructor’s experience, education, tenure and instrument, so calculations can be tricky without a trusted system.

Department chairs are responsible for submitting class and instructor information for input into ASAP, which Maria says “is gospel for what’s in the catalog and what goes on (instructor) contracts. I’ve been a little hardline about it,” she admits. “If it’s not in ASAP, then it’s not part of their contracts.”

That single source of truth also helps with space and time planning across the four locations and fulfilling the particular space needs of certain programs, such as dance and piano instruction or private lessons versus group classes.

## **Trusted data brings better decision-making.**

“ASAP has been a huge plus for us because it's stable and reliable,” Maria says. “The challenge with the old system was that we never trusted the data.”

That trusted data has been put to good use in reports the finance team uses to track revenue by class, by department and by teacher hours. Peabody mainly uses its own reporting because ASAP is tied into the university's financial systems.

That integration included rolling the old student information system into ASAP so administrators can track billing and which students owe money. “The rollover functionality has been glorious,” Maria says. “In the university, we're taking the lead on that.”

She says that the ASAP IT team has been nothing short of phenomenal during the implementation and at solving any issues that have arisen since. Maria describes Peabody as fairly self-sufficient with technology, “so when we report a problem, it's actually a problem. The ASAP team is really on it to step in and resolve the situation anytime when we've had major issues.”

When asked to list a few must-haves for registration and class management software, Maria first lists ease of use for families, with shopping cart functionality and a robust communications platform to keep them in the know. She then lists reliable data that can be used to make business decisions with confidence. Finally, she credits ASAP with making her job easier.

*“We've moved from all hands-on-deck the first two Saturdays of classes, with lines down the hallway, to a system that works better for families and for administrators,” Maria says. **“In addition to fewer headaches, we've actually freed up staff time so they can perform more value-added functions to enhance our student and family experience beyond just registering students.”***







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# **TEACH MORE. STRESS LESS.**

Charms is the cloud-based management software for music programs of all sizes. Charms lets educators teach more and spend less time on administrative work.

Manage student information, payments, inventory, calendar and communications from anywhere.



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# SOLUTIONS FOR EDUCATORS



## Track Every Asset

Keep an up-to-date inventory of instruments, sheet music and equipment. Update inventory in real time as instruments are lent out and returned by scanning barcodes, and track music in the dedicated music library.



## Communicate Easily

Last-minute schedule change? Weather emergency? Payments due? Keep parents in-the-loop with mass email, phone and text capabilities.



## Take Attendance Anywhere

Take attendance at events and in class, as well as tracking volunteer attendance. Access complete attendance records from anywhere.



## Manage Volunteers

Create volunteer sign-up tasks, maintain contact information and contact volunteers. Update your events calendar and schedule automated reminders for volunteers.



### **Accept Online Payments**

Never lose track of another fee, accept student payments online and track them through Charms. Perfect for fundraisers, too! And, each school in your district will have a secure audit trail for complete financial transparency.



### **Track Assets at the District Level**

Keep tabs on instruments, equipment and music across all accounts in your district. Easily track inventory levels in each program and know where every instrument is at any time.



### **Keep Student Information Current**

Maintain up-to-date student data, contact details and parent information. Quickly access contact information in case of emergency 24/7 from anywhere.

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# 3

## ***SIMPLE STEPS TO ENSURE A SUCCESSFUL START AT A NEW SCHOOL***

Starting a job at a new school can be nerve-wracking. Let Charms help.

As someone who's chosen to teach music for a living, you've probably been around it for most of your life. Yet, although you know your subject well, starting a new teaching position in this field can send even the most seasoned of pros into a panic. Whether it is your very first job, or you've been at this for a while, the start of the year at a new school can feel scary because....well...it's new. There's a new administration and new school rules, new students, parents, and staff to adapt to, and of course, new technology. So, the question we aim to help you answer today is:

*What steps can you take to ensure that your new year is successful from the start? Here are some tips:*

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# ***START THE SCHOOL YEAR RIGHT WITH CHARMS***

Follow these three simple steps to ensure that your first year at a new school is a successful one.

Charms is the premier music program management tool used by thousands of schools and districts around the country. It is specifically designed to help teachers of band, choir, orchestra, and other music programs organize their student data, communication, and calendars. Keep track of student instruments, uniforms, budgets and much more with the program that music teachers everywhere recommend

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# STEP 1: BECOME FAMILIAR WITH YOUR STUDENT DATABASE



Identify the technology that your school/department uses to track student information and become familiar with how to find data you need on your students.



If the database system is new to you, sign up for training courses offered by your district. This may take extra time upfront, but it will definitely save you time in the long run.



Determine the information you have on students plus any gaps or missing information you'll need to collect. Also, find out whether families can input it themselves or not with your current system.



Beyond general information, decide what data you'll need to track that is specific to your students. (For example, band directors may want to sort students by the type of instruments they play.)



If your school's database cannot track all the data you need, check with your department chair or administration to see if a dedicated music program management tool (such as Charms) is available to use.



## STEP 2: PLAN YOUR STUDENT/PARENT COMMUNICATIONS FOR THE YEAR



Identify tools that your district provides for communication (i.e. email, phone messaging, texting tools like Remind101 and EZTexting, file sharing tools like Google Docs, etc.)



Familiarize yourself with these tools and take advantage of training opportunities to make the most out of them.



Determine any information gaps and create a wish list of items to include in next year's budget (such as school-approved texting, online forms for parents, etc.)



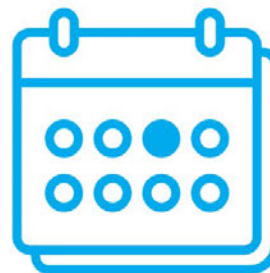
Draft a detailed communication plan to share with students and parents. Set the expectations at the beginning of the year and be consistent to follow through. At a minimum, think about the following:

- *What methods will you be using to communicate with parents/students?*
- *Do you have contact lists set up to use for the types of communication needed?*
- *How frequently should parents expect to hear from you?*
- *Is there a shared folder where you will store documents parents will need to access? Do parent know how to access it?*



Send a “welcome back” communication to students and parents, welcoming them back to school and sharing an overview of your communication plan to set expectations with how parents can expect to be informed throughout the school year.

## **STEP 3: CREATE A CALENDAR FOR THE ENTIRE SCHOOL YEAR**



Build out your calendar for the full school year, scheduling all important student events. This could be a district-provided shared calendar or a customizable calendar from your music program management software (like Charms).



Include all upcoming events for the year such as contests, concerts, fundraisers, and field trips that your students are involved in.



Make the calendar visible to students, parents, and administration so that they know well in advance what the schedule is for the year. Use a calendar tool that syncs with mobile devices if you can to ensure that these events are easily logged on everyone's calendars.



Consider creating calendar events for volunteer requests. Don't take all of the burdens on yourself. Delegate items such as uniform fittings, fundraisers, etc. to parent volunteers and booster clubs. Volunteers can sign up for by clicking "attending" any of the specific volunteer request events you create in the calendar.



Incorporate your private appointments, meetings, trainings, and time off in your own calendar. They only need to be visible to you, but recording them on the master calendar (if visibility permissions allow) will help to eliminate conflicts.



# FROM THE TOP

Why American Fork High School returned to Charms

## These cave dwellers take their marching band seriously.

The marching band at American Fork High School in northern Utah is a major part of their school's culture. The band has represented the Cavemen (the school's atypical mascot) at the Macy's Thanksgiving Day Parade, a presidential inauguration, Bands of America competitions and events throughout the country, piling up awards and accolades along the way.

When a band is the pride and joy of the school – and this busy – it needs a program management solution that can keep up. That's why the band trusts Charms to keep track of equipment, communicate with parents and track student information.

American Fork had used Charms for more than 15 years. And after a brief time with the other vendor, another music program management tool, they returned to Charms. Their volunteers and staff are happy they did. Just ask Allison Dean, the band's administrative assistant.

"I was willing to try [the other vendor], but it just didn't seem to work out like we were thinking. It's really nice to be back," she says.

**"Honestly,  
it's like you had  
this huge weight  
off your shoulders."**

Allison says of going  
back to Charms.

Allison explains that the band's "just painful" four-month foray into using the other vendor was filled with annoyances, and she and her volunteers missed tools they depended on in Charms.

"Everybody was frustrated with it. Parents were frustrated because of calendar problems; our uniform mom couldn't do any reports on figuring out anything with the uniforms," she says. "The reports were really hard."



After hearing how unhappy band boosters, staff and volunteers were, the band director made the decision to return to Charms. It was a popular move with staff and volunteers.

“Honestly, it’s like you had this huge weight off your shoulders,” Allison says of going back to Charms.

Since returning to Charms, Allison and volunteers have used the barcode scanning capability to take inventory of new band uniforms.

“Even though we’ve had Charms for however many years, we’ve always kept track of the uniforms on a spreadsheet,” Allison says. When the new uniforms arrived, she decided it was time to keep track in Charms instead.

“Getting all seven pieces of the uniform for 200-plus kids entered through barcode scanning was awesome,” she says.

Now that Allison has experience in two systems, it’s clear to her which functionality she’s happiest to have back: the reporting tool. Her other system only could run a limited number of reports, and they weren’t customizable. In Charms, she is able to tailor reports to her heart’s content.

“  
*Getting all seven pieces of the uniform for 200-plus kids entered through barcode scanning was awesome.*”

“I would kind of joke about it. We’d try and come up with the funniest report we could do, the most detailed, ridiculous report we could find,” she says. “Like, we need all the French horn players that are in the symphonic band who have a birthday in February.”

Of course, the detailed reporting available in Charms serves up important data, too.

“It just felt like this huge sense of relief. We knew exactly what was going on.”



“

*The very first thing I remember when we came back to Charms was when I was able to print that first report and say, ‘Oh my gosh, we have a real picture of what the band looks like!’* ”

And, Allison says, the transition back to Charms was simple and painless once they called Charms.

“Then – boom – we were up and running, it was super-fast,” she recalls. “Everything from our previous Charms data was there already.”

Whether your school is new to Charms, or considering coming back, get in touch today to see how Charms can help your program by improving efficiency and communication. And, of course, by generating reports about French horn players’ birth months.

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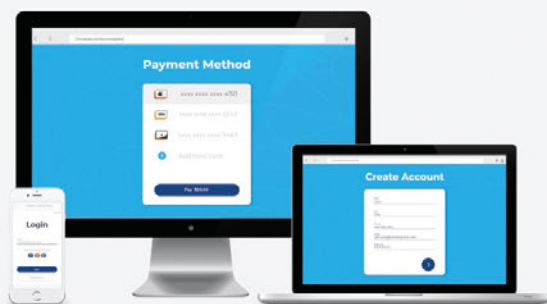


Easy online payments with a single merchant agreement.



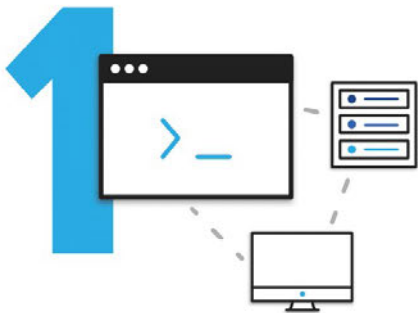
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- ✓ Reconcile payments in one place.
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# 3 Easy Steps to Simple Payments



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Sign up for an account and leverage one central payment avenue with any K-12 software.

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Complete your district and bank information in your ConnexPoint account.



## Start Accepting Payments

Accept payments online for school fees, food service and more! And reconcile payments in minutes.

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# STILL GOING STRONG

GLASTONBURY HIGH SCHOOL

## **More than a decade into using RevTrak and Food Service Solutions, Glastonbury Public Schools are still finding new benefits.**

**District:** Glastonbury Public Schools

**Location:** Connecticut

**Size:** ~6,000 students

Rare is the product or service that still generates overwhelmingly positive feelings many years after it is purchased. Anyone who has ever worked for a school for district has seen it: Sales and customer service reps leave a vendor, a school district's needs change and so-called product "enhancements" irk longtime users.

So, it's refreshing to find officials at Glastonbury Public Schools in Connecticut enthusiastic about the RevTrak online school payment system the district adopted in 2012, as well as the cafeteria sales and management system from Food Service Solutions that's been in place for more than 11 years.

The district's finance manager and its food service director rave about the flexibility of each product and about the superior customer service they receive. It's a winning combination that reduces cash-handling, staff time and the headaches that accounting for cash and checks can bring.

*"In addition to reducing the amount of cash in schools, RevTrak saves considerable staff time."*

**Karen Bonfiglio**

Finance Manager

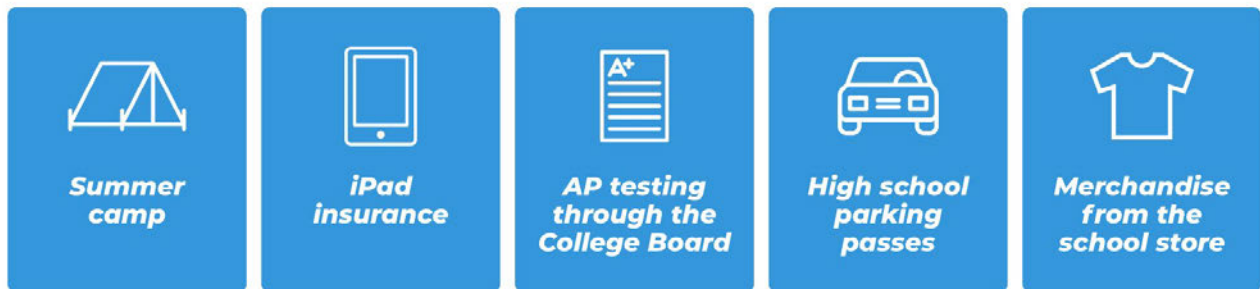




## ***Payments for parking passes, iPads and more***

“The support we receive is amazing,” says Karen Bonfiglio, the finance manager who’s been with the district for 32 years. In fact, Bonfiglio spearheaded the effort to adopt RevTrak in 2012. “That’s what I like, because I’m the person who hears about it when there’s a problem.”

Purchased initially to enable the district to allow people to pay for adult education classes, RevTrak has become an invaluable payment tool for all students, with new uses being added nearly every academic year. Parents, guardians and others use RevTrak to pay for:



“In addition to reducing the amount of cash in schools, RevTrak saves considerable staff time,” Bonfiglio says. “For things like iPad insurance, staff were keeping up with spreadsheets of who had paid and who hadn’t, then tracking those students down. With RevTrak, you can view at a glance who’s paid and who hasn’t.”

District regulations mandate that cash collected at a school be brought to the central office once or twice a week. Online payments through RevTrak reduce those trips for school personnel.

The finance director remains pleased with the flexibility of the system. For instance, the district can decide on a case-by-case basis when to apply a \$2 convenience fee paid by families and parents for online purchases. And refunds are completed at the push of a button.



***One interesting use of RevTrak is for parents to pay for their child's participation in the FIRST robotics competition – a team organized by district parents rather than staff.***

“We don’t generally allow parent groups to use RevTrak, but robotics is very popular in the district, and parents were getting overwhelmed,” Bonfiglio says. Rather than parents paying activity fees to coaches, who then had to keep track of the funds, that money is collected and accounted for in RevTrak. When teams produce receipts for payments, those funds are reimbursed through the system.

Paying for parking fees through RevTrak was new this academic year, and the finance director sees future uses for the system, including paying for athletic events and student fees.

Asked about the top criteria schools and districts should look for in a payment solution, Bonfiglio immediately pointed to customer service, noting that ***RevTrak staff were invaluable when uploading photos of merchandise features on the district's RevTrak Web Store.*** She also likes the fact that funds can be deposited into multiple accounts, which assists with recordkeeping, and that sales tax can be added or not, depending on what’s being purchased.

“During the procurement process, RevTrak put on several demonstrations for different audiences,” Bonfiglio remembers. “They got back quickly with answers to any questions that we had, and that relationship has continued just as strong and just as collaborative ever since.”



## **Flexibility is key to cafeteria payment solutions**

**Uses:** Point-of-sale software and online payment portal

**Adoption rate:** ~67%

Client for 11+ years

Whether a district is looking to offer online meal payments, track sales, speed up lines or help plan menus, Food Service Solutions offers the tool districts need. For more than 30 years, schools have streamlined menu planning and the check-out process using Food Service Solutions. Glastonbury has used FSS tools for more than a decade. And, they say, they've never had a reason to change.

Jessica D'Agnese, food service director, has been with Glastonbury Public Schools for 11 years. Point-of-sale cafeteria software from Food Service Solutions and the online payment portal for parents have been in place in Glastonbury schools much longer than that.

When asked about the longevity of the product, D'Agnese quickly says,

***“We haven't had any reason to change. It's a great product. Employees are happy. Parents are happy. I'm happy with the customer service, and updates to the program occur frequently.”***

Nearly two-thirds of parents use the portal to pay for meals online, which reduces the amount of cash workers handle and keeps the lunchroom lines moving. Older students input PINs to pay for their meals, while kindergartners and some lower-grade students at the district's magnet school get swipe cards so they don't have to remember their PIN. Classroom teachers keep the swipe cards, passing them out to students in the lunch line. Cafeteria workers swipe and retain the cards before returning them to the teacher.

D'Agnese appreciates the flexibility of the system for both parents and district staff. Parents can choose to pay only for meals and à la carte items such as snacks or partial meals. They also can set up low-balance reminders, track a student's meal purchases for 30 days in the payment portal and even move money between their children's accounts.

Food Service Solutions interfaces with the district's robocall system to send out notices when lunchroom balances fall below zero. The food service director personally likes the robust reporting functionality of the system. D'Agnese can access the day's lunch report as soon as registers are logged off. She can see meal counts and sales by day, month and year, by school, by grade, by eligibility for free or reduced meals and more. The latter feature makes it easy to run reports necessary to receive federal reimbursement for those meals. Finally, tracking meal purchases helps the food service staff better plan future menus.

Sales screens for cafeteria staff are customized for the items the district offers in its cafeterias, and D'Agnese works with Food Service Solutions when changes need to be made. Since the system predates D'Agnese, she says time savings are difficult to quantify. However, she's positive they are considerable.

"I'm sure the previous processes were very time-consuming," D'Agnese says. "There's no doubt that lines move quicker, that less cash is handled and that (National School Lunch Program) eligible kids are identified quickly."

Day to day, D'Agnese says she doesn't give the cafeteria payment system much thought, which means that it's working exactly as it should. "It's one less thing I have to worry about," D'Agnese says. **"The customer service is excellent when I have a need, quick to get on and solve the problem. The solution perfectly fits our needs. It's user-friendly and easy to operate."**

**"What other solution can do that?"** the food service director says.



Get started today at [RevTrak.com](https://www.RevTrak.com) or [FoodServe.com](https://www.FoodServe.com)

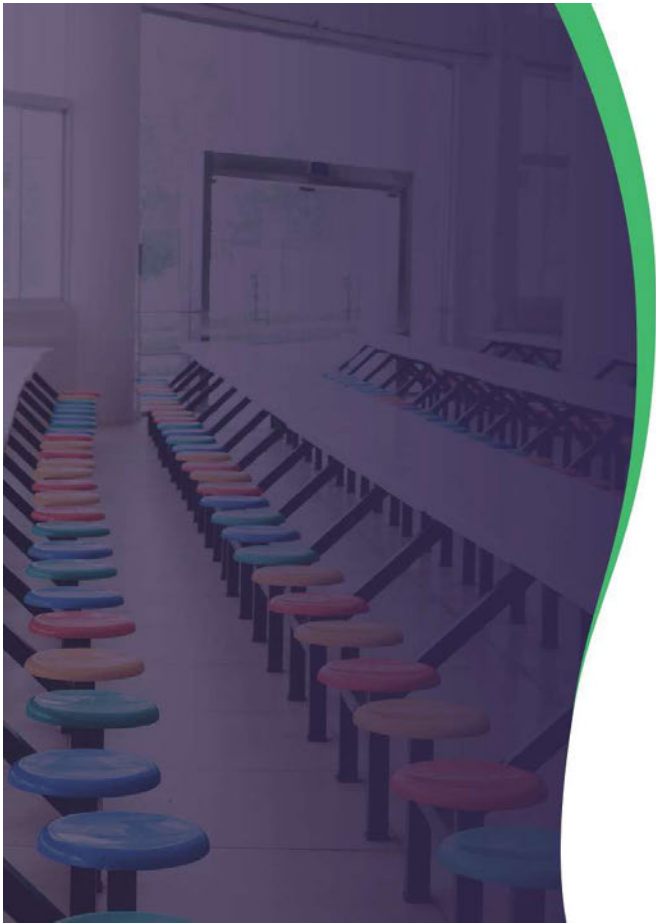


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***SIMPLICITY  
FROM TRAY  
TO PAY.***

**VANCO**  
EDUCATION



## **A COMPLETE SOLUTION FOR DISTRICTS**



### **ONLINE PAYMENTS**

Make student meal management easy and reduce lunch debt.



### **FREE/REDUCED APPLICATION**

Speed up and simplify the free and reduced lunch application process.



### **POS SOFTWARE & HARDWARE**

Vanco software makes sales data easy to track, and our hardware makes checkout fast.

## **SIMPLICITY FOR FINANCE TEAMS**



### **GO CASHLESS**

Eliminate cash and check payments to make financial tracking and federal reporting easier.



### **FINANCIAL CONTROL**

Reduce loss, increase federal funding and eliminate debt. And, a complete audit trail is only a few clicks away.

## **CONVENIENCE FOR FAMILIES**



### **EVERYTHING ONLINE**

Families can complete free and reduced meal applications online, deposit funds via ACH or credit card, and move funds between students in their online account.



### **COMPLETE VISIBILITY**

Families can see what meals students purchase, get automated low-balance alerts and make deposits for multiple students in a single transaction.

# Ready to see how Vanco can help your district?

Schedule a demo today at [FoodServe.com](https://www.foodserve.com)  
or by calling **800.425.1425!**

*Food Service Solutions (FSS) has been helping schools and districts manage meals and payments for more than 30 years. FSS is part of Vanco, a nationwide leader in payment processing and education administration software. Learn more at [VancoPayments.com](https://www.VancoPayments.com).*





# UPGRADE YOUR CAFETERIA WITH LIGHTNING-FAST POINT OF SALE



## POS Simplicity from Tray to Pay.

After more than 20 years of powering cafeterias across the country, we understand what schools need to succeed. Vanco's new POS system was designed to speed up lunch lines, anonymize students with free or reduced lunch and streamline cafeteria management.

Fast. Powerful. Secure. Our POS system is everything you need and more to run your cafeteria.

### POINT OF SALE REINVENTED



#### Keep Lines Moving Fast

Students can check in using a pin pad, student ID or biometrics to keep lines moving fast.



#### Get Dietary or Allergy Alerts

On-screen alerts alleviate concerns about student allergies or dietary needs.



#### Offer Anonymous Check-Ins

Check-ins are anonymous to avoid publicly identifying free or reduced meal recipients.



#### Post Payments within Minutes

Funds added to student accounts are available within minutes with live syncing.



#### Speed Up Transaction Processing

Transactions are saved locally and sync in the background for faster processing.



#### Access Tools Designed for Schools

We offer a suite of POS hardware options and software designed with schools in mind.



#### Easily Correct Mistakes

Cashiers can review a full list of transactions in the POS journal to correct mistakes and add notes.



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# PowerSchool INTEGRATION

## RevTrak & PowerSchool: A Powerful Partnership

RevTrak and PowerSchool work together to streamline the way schools accept and handle student payments. As an official PowerSchool partner, we take payments for food service, technology fees and everything else through the RevTrak Web Store and post them in PowerSchool immediately - allowing your staff to reconcile payments in less than 10 minutes.



**Fast reconciliation**



**Automated deposits**



**Less paperwork**

## PowerSchool and RevTrak Work Together

Payments made through RevTrak are automatically posted into PowerSchool to save your staff time.

Our exceptional service is tailored to each district with free set-up, maintenance and training.

Stop chasing down cash and check payments, and free up staff time.

The seamless integration with PowerSchool minimizes changes in your finance processes.

Contact us to learn more about integrating payments with PowerSchool!  
**800.323.5953 | [Sales@RevTrak.com](mailto:Sales@RevTrak.com)**





Slash minutes off the way you process payments. Take back your time!



### REDUCE MANUAL DATA ENTRY

Reduce, even eliminate, manual data entry by using the Cash Receipts module to import information directly into your integration.

### QUICKLY FILTER INFORMATION

Filter information fast to get what you need. View postings filtered by date, account code and date range.

### RECONCILE IN 10 MINUTES OR LESS

The reports and tools offered in the Skyward Finance integration simplify your reconciliation process and give you back your time.

### ENHANCED INTERNAL CONTROLS

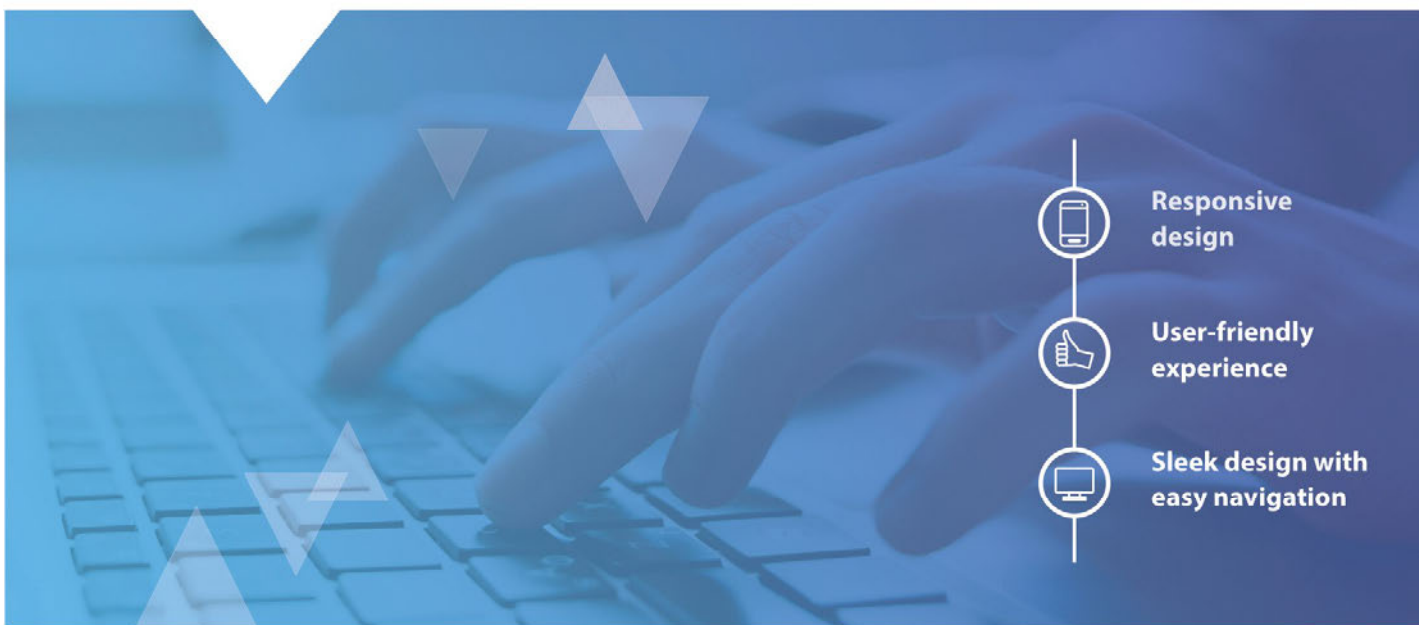
Improved internal controls and user rights keep your information safe.

Learn More | [800.323.5953](tel:800.323.5953) [RevTrak.com](http://RevTrak.com)



REVTRAK QUICK  
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**Skyward**

RevTrak's Quick Connect integration with Skyward Family Access streamlines the way you process online payments. Parents will be able to add funds to Skyward food service accounts and pay fees all within the Web Store.



**EASILY VIEW ALL  
STUDENT FEES**

Fees are separated into required, optional, and food account categories to help parents check out in a snap.

**NO-WORRIES  
RECONCILIATION**

Our process catches missed payments to make sure everything posts correctly to student accounts.

**RESPONSIVE  
DESIGN**

Enable families to make payments on the go with any mobile device. Enable parents to pay any fee in just a few clicks.

**SEAMLESS  
INTEGRATION**

Streamline your process to save time for parents and staff.

**Learn More** | [800.323.5953](tel:800.323.5953) [RevTrak.com](https://www.revtrak.com)



# SIMPLIFY YOUR CHILDCARE PROGRAM WITH REGWERKS.

## Bring Child Care Management Online to Save Time

Our online registration and payment software eliminates administrative hurdles that accompany before- and after-school childcare and preschool programs.

RegWerks will save you time, improve internal controls and simplify billing. Here's how.



**Flexible scheduling and registration** options allow parents to register and pay a deposit for specific days and times online or elect to drop in when spots are available.



**Online parent portals** put families' payment information, account details, childcare schedules and tax statements at their fingertips.



**Automated invoicing** makes it simple to send weekly or monthly recurring bills to families in just a few clicks. You can also invoice in advance for the coming period. Families can then pay online or in person.



**Electronic check-in stations** make it easy to track attendance using our iPod app or in a web browser. Added security features include the names and photos of caregivers approved for pick up and the ability to capture timestamped caregiver signatures.



**Late-fee assignments** protect your time. When a child is picked up after hours, a late fee can be automatically added to the family's bill with a date and timestamp.

**Are you ready to make life easier for your team and families? Contact us at [800.323.5953](tel:800.323.5953) or by email at [sales@revtrak.com](mailto:sales@revtrak.com) for a personalized demo.**

**VANCO**  
EDUCATION

## WHY REVTRAK?

RevTrak is a leader in the K-12 online payment industry with 25+ years of experience. Created to meet the needs of school districts, RevTrak focuses on *convenience*, *security*, and *service*. 1 in 10\* public schools save time by using RevTrak for online payments.

Your *personalized Web Store* can offer any type of fee or payment including food service payments, ticket sales, registration fees, child or after school care, donations, and more. All payments are made in one central, secure location.

RevTrak recovers time for your district by *doing all the work for you*. The building, set-up, and maintenance of your Web Store is handled by your Client Service team. RevTrak provides a user-friendly, time-saving solution for your district.

\* In U.S. school districts over 1,000 students.

## FOR MORE INFORMATION

To find out how RevTrak can save your district staff and parents time, contact us



800.323.5953



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create  
a **CASHLESS  
CAMPUS**

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## RECONCILE

All revenue is tracked in one central location and robust reporting tools enable your staff to reconcile in ten minutes or less.



## TOOLS

We provide the tools and services you need to optimize the value of your payment solution. Your personal Client Service team does all the work for you; building, updating, and answering any questions about your Web Store.



## REPORTING

Your staff can access many different reports securely from any computer with internet connection.



## TIME SAVINGS

Consider how much time you spend on complicated bookkeeping. Automate your processes and recover your time.



## REGISTRATION

Go paperless with online registration and form collection through RegistrationWerks, our complimentary add-on module. Manage everything from permission slips to registration waitlists in one central location.



## TAILOR-MADE

Your Client Service team builds a personalized Web Store for your district. RevTrak's goal is to help you enhance your current processes with minimal changes to your existing routine.

- We set up and maintain your Web Store
- Collect online, walk-in, phone-in, and mail order payments
- Deposit into multiple bank accounts
- Low balance email notifications
- Void transactions and process full or partial refunds
- Automated bank deposits and receipts
- Robust reporting tools and quick reconciliation
- PCI-DSS certified to keep your personal data safe
- Training at any time for your staff—no additional cost

# REVTRAK quick facts!

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Fast reconciliation



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Stop chasing down cash and check payments, and free up staff time.

The seamless integration with PowerSchool minimizes changes in your finance processes.

Contact us to learn more about integrating payments with PowerSchool!  
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# REVTRAK SCHOOL REGISTRATION HANDBOOK

*BECOME A MASTER OF THE STRESS-FREE  
REGISTRATION PROCESS*

Back-to-school registration can be a stressful time for everyone involved. Schools face endless questions and piles of paperwork while parents take on long lines and repetitive processes. Coordinating the registration process and making sure parents walk away with the right IDs, books and class schedules for students can be enough to overwhelm any administrative team.

***But it doesn't have to be this way.***

Whether the majority of your parents register in person or your school has just started offering online registration, this guide will help you prepare for and put together a successful back-to-school registration process.

RevTrak's School Registration Handbook offers advice for tackling fall registration, from early planning to post-event communication. By following these tips, you can alleviate registration frustration now and in the future. Apply this guide year after year to continuously improve your school's registration process.



©Vanco

# EARLY PREPARATION FOR REGISTRATION DAY

You already know that registration planning starts long before school's out for the summer. This section offers helpful tips to jumpstart that planning by improving communication, coordinating volunteers and training staff.

## 1. Create a Comprehensive Communication Plan.

A single phone call or email is not enough to get parents ready for back-to-school registration. You must create a comprehensive plan to regularly communicate with parents. This plan should include how often you contact parents and through which methods.

For example, some schools have automated phone messaging or email systems. Using these will definitely save time but aren't necessary for maintaining regular communication. You can enlist staff, teachers and volunteers to help reach out to parents.

Use multiple methods of communication to reach parents: send emails, add messages to your school website, mail information or send flyers home with students. Encourage parents to use email as the school's preferred method of communication. Email is easier to track and will help you maintain current contact information for parents.

## 2. Collect Up-to-Date Parent Contact Information ASAP.

Before you can execute your communication plan, you need to verify parents' contact information. It's not enough to rely on last year's registration information. During the school year, families move or change phone numbers and email addresses. And they don't always update that information in your school's online portal.

The solution? Collect this information as soon as possible – before families go on vacation or stop checking the school website over the summer.

The best time to gather updated parent contact information is before the school year is over. Ask parents to verify and update contact information in the online portal during the last few months before summer break. Remind parents multiple times if needed.

## 3. Include School Contact Information in Registration Communications.

Imagine a registration day where every parent knows exactly what to do, where to go and what fees they need to pay. Pretty great, right? Though you can't read parents' minds, you can encourage them to ask questions before registration. Include your school's contact information in every single communication you send – ideally encouraging email over other methods.

Empower your parents to reach out with any questions or concerns ahead of time. By giving parents the opportunity to contact the school in a noninvasive way (by email), you can hopefully get parents through the registration process faster.

## 4. Set Up Multiple Meetings with Staff and Volunteers Before Registration Day.

Your staff and volunteers will be working hard to make sure everything runs smoothly during registration. There's a lot to discuss during these meetings and you don't want volunteers to burn out before they even start! Rather than setting up a long, all-day meeting, opt for several smaller ones.

Schedule multiple meetings during the school year and summer to go over every aspect of the registration process, including greeter coordination and set up. Make sure everyone understands the role they're playing and what they're responsible for on the big day.

- 5. Train Staff and Volunteers on Software Ahead of Time.** If your school uses a student information system (SIS), train staff on how to use it ahead of time. This is particularly important if you will be helping parents register online during in-person registration (more on that in the next section, [Registration Day](#).)

For schools that collect student fees, you will also want to train staff on how to use your preferred payment processor. We encourage schools to integrate their payment processor into their SIS to make it much easier to collect school fees during the registration process. Doing this will also speed up payment reconciliation afterward.

- 6. Consider Offering Online Registration (If You Don't Already).** *If your school does not currently offer online registration, consider adopting it.* There are so many benefits to letting parents register online, including shorter lines during in-person registration and reducing the amount of paperwork you'll need to process. Schools can also reduce costs by needing fewer staff members present when parents arrive and spending less time manually entering data.

*If your school already offers online registration, start setting expectations now that online registration is preferred. It's easy, secure and saves parents a lot of time. Depending on your payment processor, parents can also take care of student fees while registering online. They can pay technology, class or other fees right from their computer. No need to send payment to the school or make an extra trip to drop off a check or cash.*

Include information about online registration in every parent communication and encourage parents to use the online portal throughout the year to make payments, check student records and update contact information.

- 7. Create or Update Parent Guides to Student Accounts/Registering Online.** Do you have clear instructions for how parents can log into your online portal? How about for online registration (if you offer it)? If not, consider creating a short guide and sending it out during the school year. You may not think the process is complicated, but people have different comfort levels with technology..

A friendly, easy-to-follow guide with clear visuals and instructions could lead to more parents using the online portal and registering online. Adding screenshots of each area goes a long way in helping parents connect instruction to action.

If you already have guides, consider updating them. Were there questions parents asked over the school year that you could answer here? Now's the time to add, update, or remove sections of this guide, before parents turn to them for help. Again, try to make this as parent-friendly as possible.

- 8. Coordinate Schedules to Ensure Staff Coverage During Every Shift.** Many schools offer many multiple registration times. It's a good idea and we highly recommend doing this to accommodate parent schedules and alleviate congestion during the busiest times.

But there is a downside to having many time slots and dates for in-person registration. You may be unprepared for a surprise mid-day rush if you're not fully staffed throughout each day.

With that in mind, you want to coordinate staff and volunteer schedules ahead of time to make sure every available hour is fully staffed. Ask for volunteers to be on call for other shifts just in case someone cancels at the last minute. Send out a few reminders to everyone involved to make sure you don't have any unexpected gaps in coverage.

- 9. Plan Ahead for Potential Pain Points.** Think back over previous years' registration events. What were the most common delays or problems you encountered? Were there any pain points in the process that you could address now?

For example, what happens if you have an influx of parents around mid-day and the lines get too long? A solution would be to hand parents in line clipboards or iPads so they can fill out paperwork while waiting. To do this, you'll need to have these materials ready to go ahead of time.

It's better to prepare for the worst rather than face unexpected challenges during registration. Talk through each of these potential problems or concerns now so you can find solutions now.

# HERE WE GO! IT'S BACK-TO-SCHOOL REGISTRATION TIME.

Get ready – fall registration is here! Volunteers and staff members are at their stations and you're prepared for long hours of answering questions and facilitating paperwork. Here are some day-of tips to keep spirits high and avoid delays during registration.

**10. Meet and Greet Parents at the Door.** In-person registration can be a frustrating process for parents, especially when the first thing they see is a long line. Station at least one volunteer by the door who is prepared to greet parents and point them in the right direction. These volunteers should also be able to answer any immediate questions about the process or paperwork.

**11. Offer In-Person Online Registration at Computer Stations.** Set up computer stations in your gym or registration event space so parents can opt to register online, even if they came for in-person registration. You could even have volunteers asking parents waiting in line if they'd like to register online instead. Not only will this keep lines short, but it will also help parents understand the process so they can register online at home next year.

Something to keep in mind here is that you'll want to make sure you have volunteers who are familiar with your online portal enough to walk parents through it. Include this in your pre-registration training.

**12. Walk Parents Through the Online Portal and Registration Process.** During registration, you have parents in front of you giving staff their full attention. Take advantage of this moment to remind them that they should be using the online tools your school provides. Ask staff to stand near the computer stations and be ready to walk parents through your online portal and registration process.

By doing this, you can have a quick technology training session with parents who aren't so tech-savvy to make sure they know how to use the portal they'll use the rest of the year. Show parents how to check their child's attendance, grades, lunch balance and anything else.

**13. Reward Preparedness.** This tip is quick and easy. If a parent has already filled out their paperwork, don't make them stand in line. Have someone, like your greeter, take the forms and send them on to the next registration step or station.

**14. If Collecting Fees, Let Parents Pay How They Want.** If you're collecting fees from parents, offer multiple payment options. Some parents may prefer to write a check while others may want to pay with their credit card or cash. By accepting credit or debit card payments as well as check or cash, you won't run the risk of parents having the wrong form of payment and needing to come back later.

Consider including payment options in your early communication so parents can be prepared before they arrive.

**15. Make Parents Pay Only Once.** Throughout the registration process, parents may need to pay multiple fees for classes, extracurricular activities or materials. Don't make them pay each fee individually. Instead of asking parents to write multiple checks or swipe their card over and over, consolidate these fees so parents only need to pay once.

Doing this will also save staff from having to track and reconcile multiple small payments.

**16. Double-Check Paperwork Before Parents Leave.** Don't let any parent leave without staff making sure their paperwork is complete. You don't want to have to call or email parents later looking for missing or incomplete information. Make sure parents have paid all fees, filled out every form and picked up class materials before walking out the door.

## AFTER REGISTRATION: SET YOURSELF UP FOR SUCCESS NEXT YEAR

You made it! Registration is over and you're finally ready to take a break. But before you kick back and relax, here are some final tips to finish strong and set yourself up for success when next year's back-to-school registration comes around.

### 17. Thank Your Volunteers and Staff.

Take some time after registration to thank everyone who volunteered to help. Consider sending a "Thank you!" email or a card in the mail. You could also bring treats (may we suggest cookies or cupcakes?) to share while your volunteers are taking down tables and organizing paperwork.

### 18. Schedule a Post-Registration Meeting.

Registration may be over, but now's the time to start planning for next year (Yes, really!).

Set up a meeting with staff and volunteers to talk about any issues they encountered during the registration process. Be sure to record these issues so you can start working on a solution now before next year. Talk about what worked well and what didn't, then ask for suggestions on how to make the process even easier going forward.

Also, keep track of common parent questions or frustrations. You can address these later in a follow-up email to parents, in next year's pre-event communication or in a how-to guide.

### 19. Send Follow Up Communication to Parents.

You put the time and energy into walking parents through their online portal and explaining how to register or pay fees online.

While it's fresh in their minds, send a follow up email to parents reminding them to use their online portal to check student grades, attendance records and class schedule. Provide login instructions and the portal URL but do not send their username or password!

As mentioned before, always provide school contact information so parents can call or email with questions about the online portal, registration or fee payments.

### 20. Start Scheduling Meetings to Plan Next Year's Registration.

It may seem silly to set up a meeting for something happening in a year, but you'll be glad you did. Put time on your calendar to go over the issues and questions from this year's registration. You don't want to be rushing at the last minute to solve a problem you could have handled now.

While you're thinking ahead to next year, start planning on how to communicate to parents even earlier to encourage more online registration in the future. You can set expectations now to communicate by email, use student online portals and register online. Your future self will thank you for taking these proactive steps to ensure an easy back-to-school registration for years to come.

## Mastering Back-to-School Registration



**Never dread fall registration again.** By following these tips, your school can face fall registration with confidence knowing you are fully prepared to handle parent questions, process fee payments and streamline the registration process. You will also set teachers and students up for success by teaching parents how to use their online portal to check lunch balances, grades and more.

If your school is looking to further improve the registration process, consider partnering with a payment processor that integrates with your existing school software.

RevTrak is a leader in the K-12 industry and integrates with student information software to simplify how schools handle fees. The RevTrak Web Store automates and streamlines payments and registration, making it easy for parents pay district or extra-curricular fees from anywhere. Schools can use RevTrak to connect payment processing to online registration to let parents register and pay fees all at once. No paperwork required.

RevTrak takes the stress out of back-to-school registration and helps schools focus on what really matters – welcoming students back for a new school year.



[www.RevTrak.com](http://www.RevTrak.com)

DISCOVER HOW REVTRAK CAN SIMPLIFY YOUR REGISTRATION PROCESS THIS YEAR IN OUR SHORT WEBINAR, **FILLING THE GAPS FOR FALL ENROLLMENT**



# EVERYTHING A GROWING DISTRICT NEEDS

## Waukee CSD Gets Closer to Becoming a Cashless, Paperless District

**District:** Waukee Community School District  
**Location:** Iowa  
**Size:** Around 11,500 students

As one of the fastest growing districts in Iowa, Waukee Community School District (WCSD) can't afford to waste any time. Each year they welcome more than 11,500 students to their district, which boasts one of the highest graduation rates in the state and is nationally ranked in nearly every measure of academic success.

In other words, the district doesn't have time to spend handling paperwork or collecting cash and check payments – they're busy helping their students succeed.

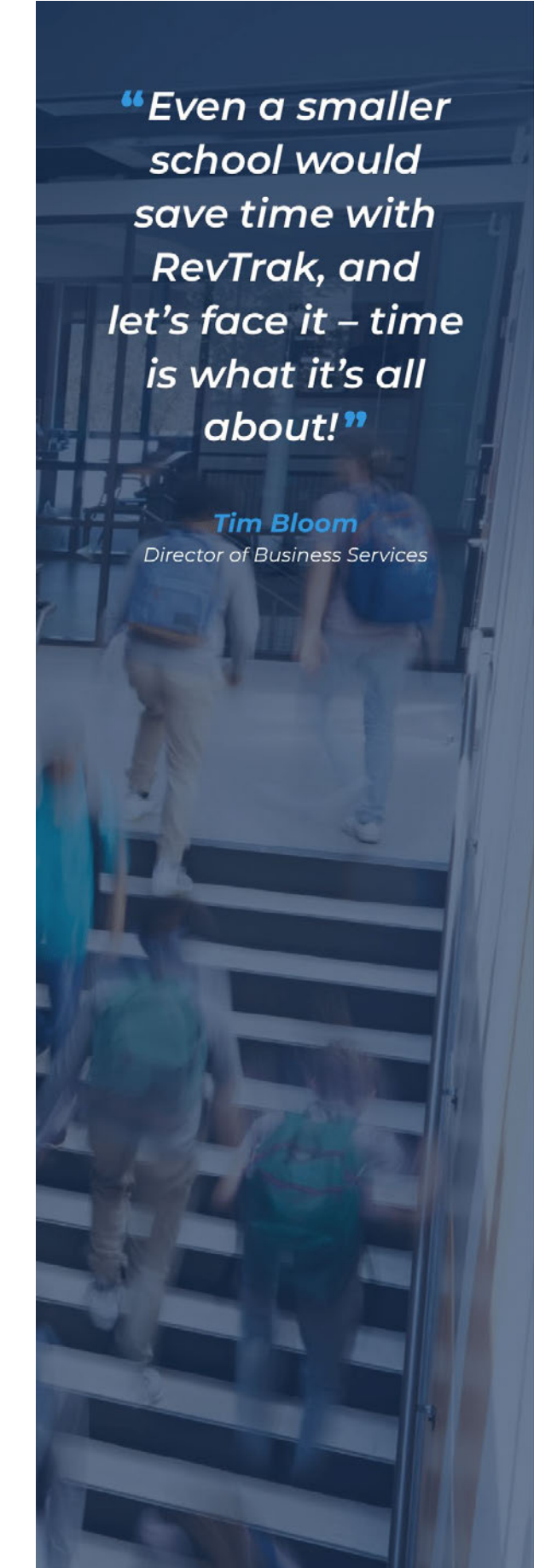
So, when they started looking for a better way to handle payments, they looked for a solution that would save their staff time and would offer self-service options to parents to bring their district closer to become paperless.

That's a pretty tall order, but RevTrak was ready to fill it.



*“I can't imagine life without a Web Store from RevTrak.”*

**Tim Bloom**  
Director of Business Services



**“Even a smaller school would save time with RevTrak, and let’s face it – time is what it’s all about!”**

**Tim Bloom**  
Director of Business Services

“The payment collection method we were using at the time was not meeting our needs, and RevTrak offered us a better product,” remembers Lora Appenzeller-Miller, Chief Financial Officer at WCSD. “Our RevTrak service representative did all the initial setup of our Web Store and any time we need something changed or added, we just make a quick call to RevTrak and they get it done.”

Asking parents to adopt new technology isn’t always easy. And thousands of students in the district, that’s a lot of parents to get on board. But that wasn’t a problem for Waukees CSD – their parents were thrilled with the convenience of online payments.

“Our parents love having the ability to pay their fees online at a time that is convenient for them and from the comfort of their own home,” says Tim Bloom, Waukees CSD’s Director of Business Services at the time. Now, years later, WCSD uses [their RevTrak Web Store](#) to collect fees for everything – from registration fees and lunch balances to athletics and transportation.

Not only has WCSD been able to move nearly all fees online, but the district has also become nearly paperless. They did this in part by moving parent communications online. Rather than sending students home with letters or flyers that would likely be forgotten at the bottom of a backpack, WCSD schools add announcements to the Web Store. This feature has saved teachers quite a bit of time.

In fact, since they began using RevTrak, the entire district has saved an incredible amount of time. Before RevTrak, manually processing payments and paperwork for WCSD was practically a full-time job. But after getting on board with RevTrak, teachers and administrators no longer spent hours every month sorting through piles of cash and checks from their thousands of students.

“There’s far fewer checks and less cash to handle, and consequently the number of bad checks we receive has been greatly reduced,” explains Lora. “Not to mention there’s more internal control,” adds Tim, “meaning less opportunity for those checks and cash to be mishandled.”

So, would Waukees CSD recommend RevTrak to other school districts looking for an online payment processor? The answer is a resounding yes!



"I can't imagine life without a Web Store from RevTrak," says Tim. "RevTrak is so easy to understand, and the customer support is fantastic. Any fee collected at the district can be put online, and it cuts down significantly on the secretarial time it takes to collect and process payments and update student accounts. It's a no-brainer; it makes life so much easier. Even a smaller school would save time with RevTrak, and let's face it – time is what it's all about!"

***RevTrak can help put an end to chasing down students for fees, manually processing payments and free your teachers to spend more time on what really matters – their students.***



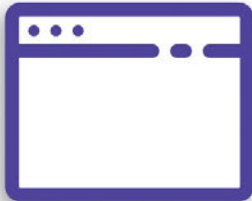
Get started today at  
**[RevTrak.com](https://www.RevTrak.com)**



VANCO

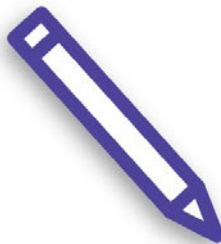
# Event hosting and ticketing made easy

**Vanco Events** provides a powerful online solution to sell event tickets and manage your bookings online. Organizers love Vanco Events because anyone can create beautiful event pages and sell tickets online.



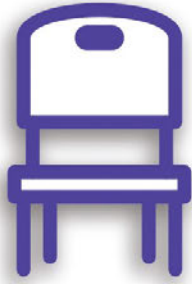
## Create tickets and event pages

Whether you're hosting football games, musicals or fundraising dinners, Vanco Events webpages and tickets are uniquely yours. Add your event name, images and details to give your guests all the information they need. Event pages are easy for organizers to set up and even easier for students and parents to use!



## Complete customization

Build and customize your event pages with our templates or with our easy-to-use editor. You can upload images, add text, specify a location and more to promote your event and drive attendance. Use our simple standard ticket templates. Or, make your tickets unique to your event or organization by adding your own logos, sponsors and brand colors.



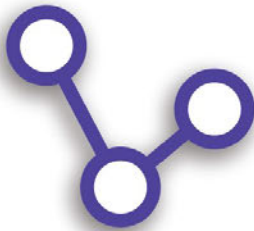
## Your event, your seating plan

Vanco Events gives you the option to create interactive seating plans for any venue. Our real-time seating plans allow attendees to select their seats, while seeing which seats have been purchased. Our learning center and support team can assist you in building any kind of seating chart, from a few rows of chairs to a multi-tiered theater.



## Widgets to build attendance

With the Vanco Events embeddable ticket widget, you can sell tickets straight from your website with just a few clicks. Choose from a variety of widgets you can tailor to fit your color, style and text.



## Share everywhere

No event will be successful unless your audience hears about it. In addition to an event listing page that links to all your events, we make it easy to promote any single event through social media, newsletters and your community using your unique event URL.

**Learn more at**  
[vancoevents.com](http://vancoevents.com)



### **Do you receive paper checks when borrowers make loan payments using online bill pay services?**

Many financial institutions face the same dilemma: payments that start out as efficient online transactions are ultimately delivered as paper checks without any stub information. Sound familiar? Unless you are registered with a widely used biller directory, online bill systems will continue to send you paper checks. Fortunately, Vanco has a solution that can facilitate registration and prepare electronic payment files for efficient, straight-through posting.

---

### **Receive these payments via your existing ACH pipeline**

With Payment Exchange ACH, Vanco ensures that your financial institution is recognized by online bill pay systems as being capable and ready to receive payments electronically. Vanco then delivers those online payments through your existing ACH pipeline. Implementing this solution is easy—little or no work is required by your IT staff. Vanco will work with you to ensure that proper ACH transaction codes are assigned to payments for fast processing and accurate posting.

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### **Payment Exchange ACH benefits**

- Delivers good funds faster
- Saves staff time
- Reduces processing costs
- Improves posting accuracy
- Enhances customer service
- Requires little or no IT work

# VANCO PAYMENT SOLUTIONS

## Payment Exchange



### Eliminate the effort and expense devoted to processing bill pay checks

With Payment Exchange from Vanco, virtually all loan payments made through the online bill pay sites of other financial institutions (FIs) can now be received electronically!

#### What you need to know

The ACH Network and bill pay network operate independently of one another and the differences between the two networks directly affect how your loan payments are delivered.

	ACH Network	Bill Pay Network
Single governing body	Yes	No
Data entry performed by	Consumer or ACH Specialist	Consumer
Formatting	Standardized	Open
Masking	Tight	Loose
Entry error potential	Low	High
Delivers payments to	Other ACH Network members	Any entity or person
Delivery method	Electronic	Check or electronic
Delivery method determined by	ACH Network member	Payment originator/processor

#### Growing like crazy and not getting any easier

More than 250 payment originators work behind the scenes, collectively processing tens of millions of online bill payments every day. Most payment originators won't even consider delivering your payments electronically until the number of checks drawn reaches a certain threshold—often in the thousands. A scrub file option may be offered as a compromise.

#### Are you at a tipping point with bill pay checks?

Vanco has the relationships, technology and personnel in place to get virtually all bill pay transactions routed to you electronically—before checks are even printed. Payment Exchange is a web-based solution that requires no IT investment and is more economical than any option you may be considering. Other financial institutions love it and you will too!



For more information, call 800-675-7430 or visit [VancoPayments.com](http://VancoPayments.com)



## VANCO PAYMENT SOLUTIONS **Payment Exchange**

### **Discover a faster, easier way to receive online banking payments**

#### **Bill pay checks a problem? We can help!**

Payment Exchange from Vanco Payment Solutions streamlines payments made through online banking and other bill pay websites. Rather than allow those transactions to become slow moving bank-issued checks, Vanco consolidates the payments and delivers funds and posting data to you electronically. The result is fast, straight-through processing.

“Vanco helped us consolidate online bank payments that we were receiving by mail from various vendors. We now receive one electronic file daily and post payments very quickly. Whenever I had a question I was able to call and talk to a real person and they were always very helpful. I would definitely recommend Vanco.”

**Moorhead Public Service, MN**

#### **Fast**

Gives you quicker access to funds. Payments are transferred directly into your organization’s bank account via a single daily ACH deposit.

#### **Easy**

Allows you to make corrections when inaccurate account information is provided and assign payments to be automatically routed in the future.

#### **Accurate**

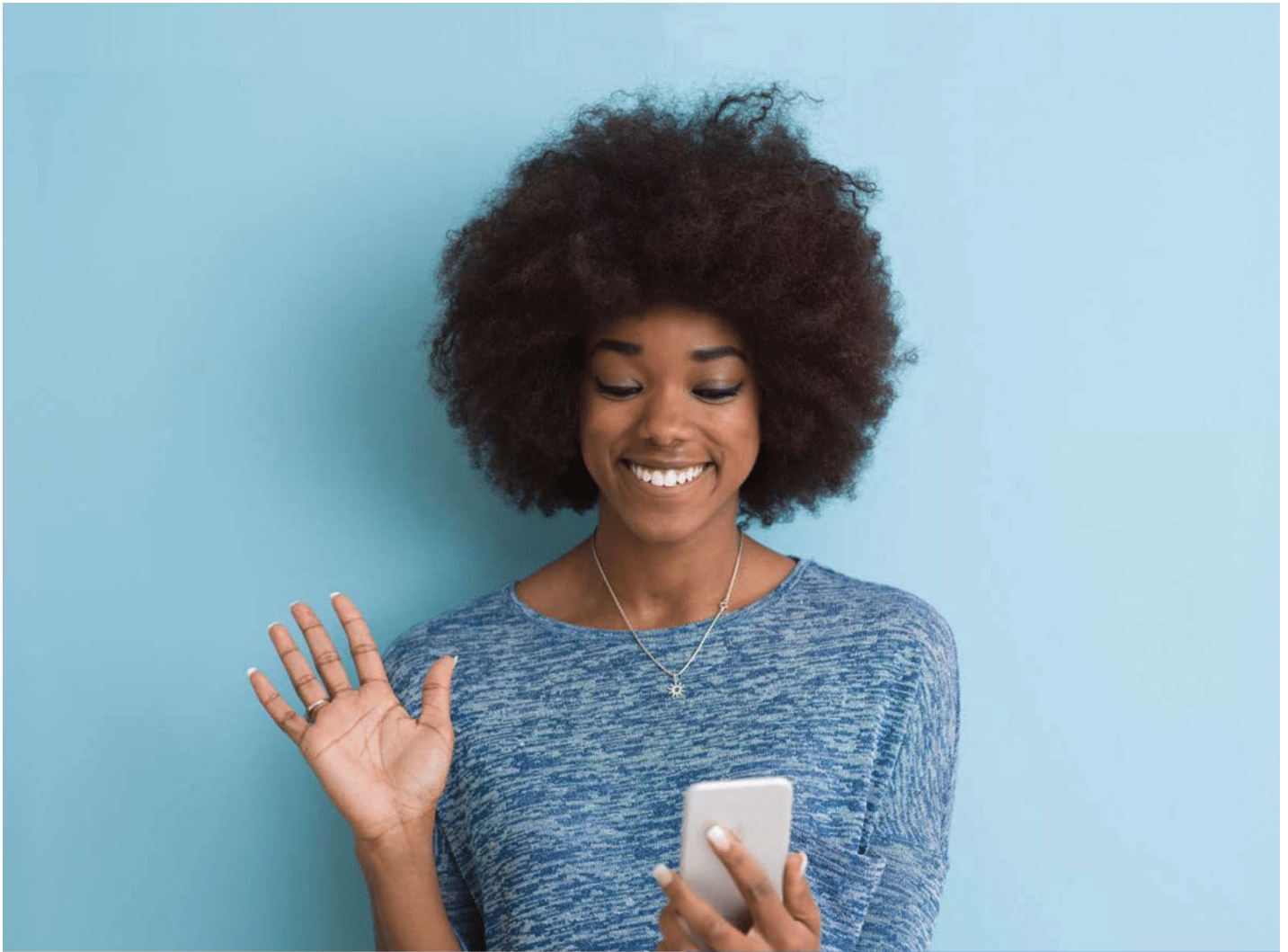
Delivers payment information in your desired format for easy, error-free posting.

#### **Economical**

Provides a more cost-effective solution than manually processing bill pay checks or utilizing a lock box service.



*For more information, call 800-675-7430 or visit [VancoPayments.com](http://VancoPayments.com)*



- Child care program management software
- Mobile-friendly parent app
- Automated billing and reminders
- Payments processing
- Teacher portal for parent communication
- Contact-free check in and out



**Efficiently** manage your child care program



**Enliven** your team with leading edge technology



**Effectively** communicate with parents



**Easily** bill and process payments from families



**Embrace** learning with Smartcare University



## Smartcare offers the technology tools and training needed to successfully manage your child care program.

### Technology features:

- Mobile-friendly, cloud-based software
- Fast, contact-free check in and check out with QR codes
- Easily capture and track prospective families
- Automate billing weekly, monthly, or attendance-based
- Process payments via ACH, debit or credit cards
- Integrate with accounting programs like QuickBooks
- Communicate to families with updates, photos, and videos

### Smartcare University Training:

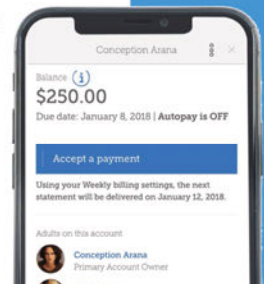
- Fundamental training on our software
- Video-tutorials, live and recorded webinars
- Early learning and business expert partner webinars



## Engage with your families

Smartcare provides the technology to positively communicate with families.

- Update families with important news, photos, and videos
- Paperless QR Code sign in and out on our kiosk
- Securely store medical and immunization records
- Capture prospect family information
- Efficiently message and follow up with prospect families
- Automate billing with a variety of plans
- Set up automatic payments for improved collections
- Parents can easily pay their bills from our app
- Payments from checking, savings, debit, or credit card
- Most states allow credit card fees to be paid by parents



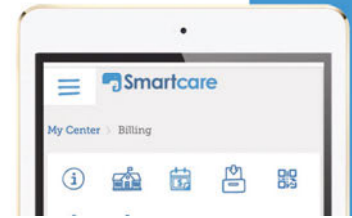




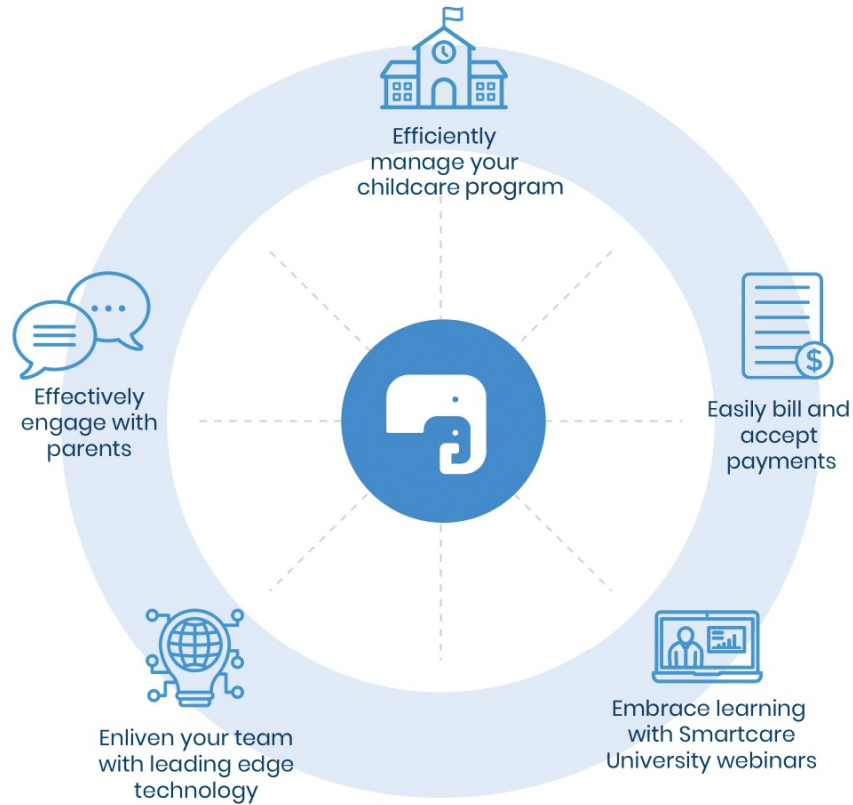
## Nurture your staff

Enhance your program's growth and reputation with Smartcare as a partner. Nurture your staff by providing technology and career development opportunities.

- Current technology appeals to teachers and young families
- Encourage your staff to embrace leading edge technology
- Class activities and events are easily documented
- Teachers can build stronger relationships with your families
- Training makes your staff well equipped to answer questions
- Webinars are taught by early learning and business experts
- Training provides teachers with career development opportunities
- Smartcare helps you nurture your team to grow and succeed



# Work **Smarter** with One Cohesive Platform



**VANCO**  
EDUCATION

**Smartcare**<sup>™</sup>

[VANCOPAYMENTS.COM/EDUCATION/CHILD-CARE](https://VANCOPAYMENTS.COM/EDUCATION/CHILD-CARE)

855.255.8834

Varsity Tutors

Google Varsity Tutors

https://www.varsitytutors.com/session/3ygh8t

Varsity Tutors

Select Draw Type Write Practice

My Files 2 of 5

Graph the inequality  $x < 3$  on the number line.

Graph the inequality  $x > -3$  on the number line.

Graph the inequality  $x < -3$  on the number line.

Graph the inequality  $x > 3$  on the number line.

# Live Online Learning

Varsity Tutors is your Destination for Online Tutoring, Live Online Classes, Extracurriculars, and more.

# Handpicked Experts

## Learn from the absolute best.

Connecting your student with the right expert starts with having nothing but top-notch experts to choose from. We do this by being picky—vetting every applicant through tutoring simulations, academic and background checks, and interviews.

## What we look for in an expert:

- Exceptional teaching and communication skills
- Expertise in Common Core standards
- Adept at identifying why students struggle
- Prior teaching and mentoring experience
- Ability to customize assignments to maximize tutoring time
- And they have to be all-around good people

## Learn what it takes to excel.

Your expert will work with you and your student to decide what to cover, so your student's learning plan will be unique to them. This is true whether your student needs help with organic chemistry or reading comprehension.

## What your student can expect to learn:



Proven approaches for simplifying tricky concepts



Study methods to help improve focus and comprehension



Weekly planning and organization tips for completing new assignments

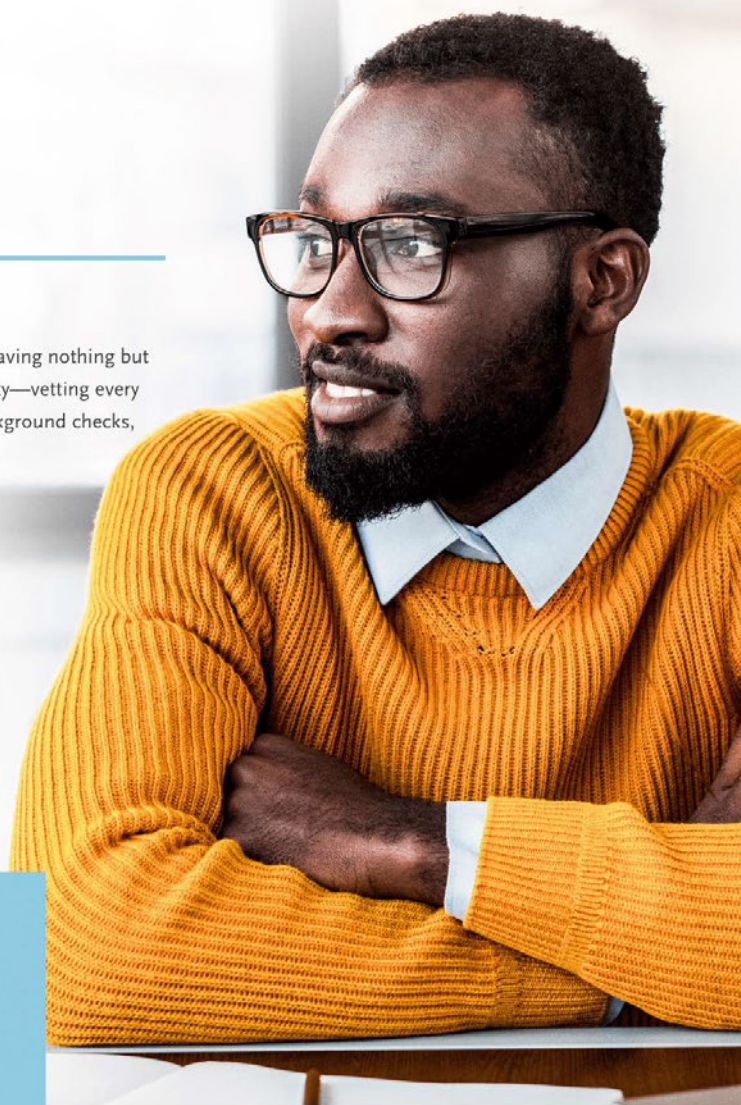


Techniques to identify common mistakes in math, language arts, biology, and more



Effective tips for better time management

*Varsity Tutors connects learners with a variety of experts and professionals. Tutors, instructors, experts, educators, and other professionals on the platform are independent contractors, who use their own styles, methods, and materials and create their own lesson plans based upon their experience, professional judgment, and the learners with whom they engage*





## Verb Conjugation Chart

<b>-e to -ie</b>	<b>-e to -i</b>	<b>-o to -ue</b>
<b><i>pensar</i></b>	<b><i>pedir</i></b>	<b><i>contar</i></b>
(to think)	(to ask for)	(to tell)

<b>(Yo)</b>	pienso	pido	cuento
<b>(Tú)</b>	piensas	pides	cuentas
<b>(Usted/Él/Ella)</b>	piensa	pide	cuenta
<b>(Nosotros)</b>	<b>pensamos</b>	<b>pedimos</b>	<b>contamos</b>
<b>(Vosotros)</b>	<b>pensáis</b>	<b>pedís</b>	<b>contáis</b>
<b>(Ustedes/Ellos)</b>	piensan	piden	cuentan

“

As a working mom, I want my son to get the help he needs. VT made great matches. Every tutor is stellar!

– Angela, Parent  
New York, NY

# 1-on-1 Tutoring

Individualized help in over 3,000 subjects.

Your student will meet with their tutor on our Live Learning Platform—a custom-built online workspace with 2-way video, a collaborative workboard, and session recording. It's like being in the same room, but better. And, with our smartphone and tablet apps, your student can access the platform and meet with their tutor from just about anywhere.

 Varsity Tutors



# Small Group Classes

Your student will join up to 20 other students for live lessons in a virtual classroom. Each class is tailored to the group. And to ensure each student is at a similar level of understanding, we use adaptive assessments to determine their proficiency before placement.

Did you know?

Live tutoring can result in **35% higher test scores** than software-driven tutoring.

Reif, F. & Scott, L.A. (1999). "Teaching scientific thinking skills: students and computers coaching each other." American Journal of Physics, 67, 819-381.

 Varsity Tutors

# After-School Enrichment and Extracurriculars

Because learning should also entertain.

School is about so much more than getting the grade. Traditional enrichment and extracurricular activities will be impacted this school year, but our extensive library of classes focused on personal growth will engage your student and infuse fun into their day.

## Classes to capture the imagination.

Whether your student is a science buff, a gamer, a budding thespian, or a promising artist, they can enroll in any number of live classes, interact with peers, and learn from handpicked subject-matter experts.



## Large Group Classes

Led by subject-matter experts (including celebrities), these larger-format classes provide your student with engaging content and valuable instruction in any number of academic and enrichment subjects.



## Popular enrichment classes:

- Around the World
- Mind and Body Connection
- All About Dinosaurs
- Theater for Young Performers
- Origami for Beginners
- Spanish Language & Culture
- Video Game Design
- Elements of Photography

# Instant Homework Help

## Private tutoring, live on video, just a click away

Access the expertise you need—when you need it—with Instant Tutoring. Live, one-on-one tutoring is available in 250+ subjects, in academic fields from elementary school math and college-level organic chemistry to test preparation for the ACT and SAT, ISEE and SSAT, and the GRE and GMAT.



## Anytime

Tutors are online 24/7, ready to help with homework and questions in live 1:1 video chat on our proprietary learning platform. 9 PM homework meltdowns are a thing of the past with Instant Tutoring.

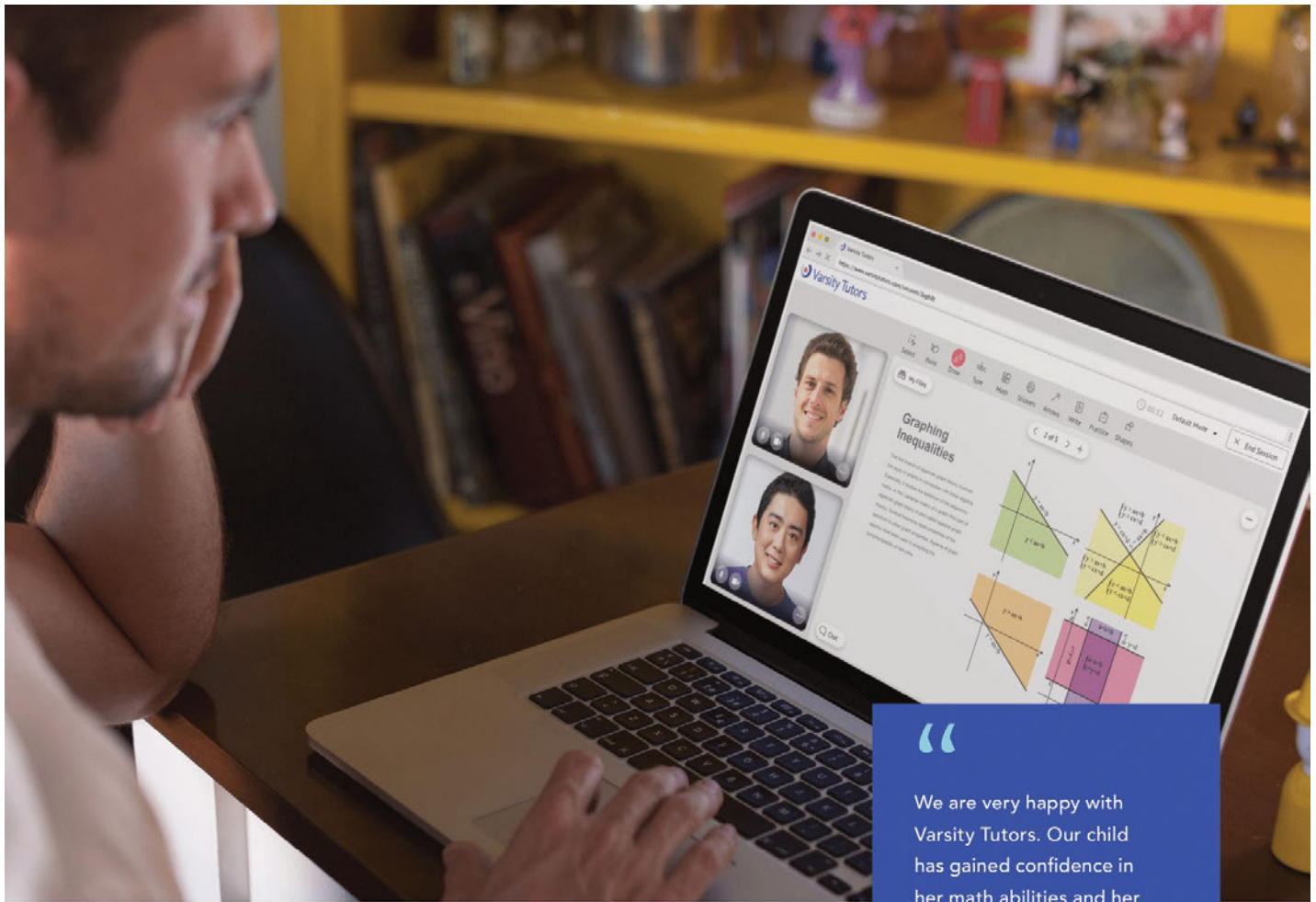
## Anywhere

Access Instant Tutoring from a phone, tablet, or computer. The same personalized, expert help wherever you may be.

## Expert Help

Tutors are highly qualified and must pass our rigorous interview process. From working through a difficult homework problem to an in-depth test prep session, tutors can meet your needs.





“

We are very happy with Varsity Tutors. Our child has gained confidence in her math abilities and her attitude towards school changed for the better. Not everyone is able to teach in a manner that reaches a dyslexic child.

– Stacy, Los Angeles, CA

# Tutoring for Students with Learning Differences

We can connect students to an experienced tutor who can apply strategies that will help students who are challenged by dyslexia, dyscalculia, dysgraphia, autism, and other special needs

**Reading and Writing:** Phonemic awareness, phonics, fluency, vocabulary, and comprehension

**Math Fundamentals:** Counting, estimation, word problems

**Subject-Specific Struggles:** Tutors can model helpful techniques so your student can make real progress in areas that have been the most difficult





# We Helps Students in Over 40 Countries

With online tutoring available anywhere, Varsity Tutors is able to support students across all timezones in any country

US-based tutors provide same quality english-speaking instruction globally

Committed educational directors help students work through nuances like languages and country-specific needs

Tutoring available for college and graduate school admissions tests, TOEFL, and internationally recognized professional certifications

# Why Varsity Tutors?

	Varsity Tutors	Local Tutor	Franchise Learning Center
Access to the best experts in the world	✓	✗	✗
Recorded online sessions	✓	✗	✗
Personalized learning plans (AI-powered)	✓	✗	✗
Rigorous, multi-step expert vetting process	✓	✗	✓
Advanced tutor and class instructor matching	✓	✗	✗
Satisfaction guarantee	✓	✗	✓
Online 1-on-1 and group options	✓	✗	✗
Free learning resources developed by experts	✓	✗	✗
Instant Tutoring	✓	✗	✗
Online extracurricular activities	✓	✗	✗
Online enrichment	✓	✗	✗



**SATISFACTION  
GUARANTEED**

We proudly stand by our service. And we're certain you'll be satisfied with your tutor and the results they help deliver—guaranteed.

## **ATTACHMENTS**

Attachment A: Equalis Group Exhibits 07292020.docx (Included below)

Attachment B: Price List – Payment Solutions (Uploaded to Bonfire separately)

Attachment C: State Notice (No Response Required.PDF)

## **ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group**

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in each of the following exhibits
  - Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
- 
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
  - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
  - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
  - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE  
Equalis Group

