

TOUCHNET EXTENSION AGREEMENT

THIS TOUCHNET EXTENSION AGREEMENT ("Extension Agreement") is made between TouchNet Information Systems, Inc., with an address at 9801 Renner Blvd., Suite 150, Lenexa, KS 66219, ("TouchNet") and George Mason University, with an address at 4400 University Drive, Fairfax, VA 22030-4444 ("Client") as of the last date shown in the signature block at the end of this Extension Agreement ("Effective Date"). The parties, intending to be legally bound, hereby agree as follows:

THIS EXTENSION AGREEMENT is made by and between TouchNet and Client, as those terms are defined above.

WHEREAS, the parties entered into an Application Subscription Program Agreement dated November 30, 2016, a First Addendum to ASP dated May 3, 2017, Second Addendum to ASP dated June 7, 2017, Third Addendum to ASP dated December 11, 2017 and Fourth Addendum to ASP dated February 22, 2019, which expire on November 30, 2021 (collectively referred to as the "ASP Agreement");

WHEREAS, the parties desire to terminate the First Addendum to ASP dated May 3, 2017 and Third Addendum to ASP dated December 11, 2017 in order to put the partner obligations on a TouchNet Ready Partner Order Form moving forward, such that partner purchases are made independently of this ASP Agreement;

WHEREAS, the parties now desire to extend and continue the ASP Agreement;

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically defined herein, all terms defined in this Extension Agreement shall have the meaning ascribed to such terms in the ASP Agreement.

2. **Modification of the ASP Agreement.** This Extension Agreement shall be on the same terms and conditions as contained in the ASP Agreement excepting as follows:

a. The following agreements are hereby terminated so that moving forward, these partner obligations can be reflected in TouchNet Ready Order Forms: First Addendum to ASP dated May 3, 2017 and Third Addendum to ASP dated December 11, 2017.

b. The ASP Agreement shall be extended for an additional term commencing on December 1, 2021 and continuing through November 30, 2026.

c. The annual Application Subscription Program Fee ("ASP Fee") for the TouchNet Payment Gateway Credit Card and ACH Engines, Bill+Payment Client (admissions application payment point), Bill+Payment Account Center, eBill, eRefunds, eDeposits, TouchNet Payment Plans, uCommerce Central (with Dashboard), TouchNet Marketplace uPay, uStores, Mobile Marketplace, and Marketplace POS software shall be \$236,337.00. TouchNet reserves the right to increase the ASP Fee by not more than five percent (5%) per year over the applicable amount for the immediately preceding year. The aforementioned ASP Fee is due and payable on November 1, 2021 and within thirty (30) days of Client's receipt of the invoice. Payment for each subsequent year's ASP Fee, adjusted as provided for herein, shall be due annually in advance of commencement of the next annual period, and within thirty (30) days of Client's receipt of invoice.

3. **Integration Provision.** Except as expressly modified herein, the ASP Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers, duly authorized in that behalf, on the day and year first above written.

TOUCHNET INFORMATION SYSTEMS, INC.

DocuSigned by:

SIGNATURE: Adam McDonald
Adam McDonald

BY: _____

TITLE: President

DATE: 11/2/2021

GEORGE MASON UNIVERSITY

DocuSigned by:

SIGNATURE: James Russell
James Russell

BY: _____

TITLE: Purchasing Director

DATE: 11/1/2021

**Contract must be executed by Client on or before October 31, 2021, or TouchNet may elect to reject the contract, inclusive of pricing.*

