

STUDENT PAYMENT SOLUTION AGREEMENT

THIS STUDENT PAYMENT SOLUTION AGREEMENT (this "Agreement") is effective as of July 1, 2016 (the "Effective Date") and is entered into by and between **BridgeValley Community & Technical College** (College) and United Bank, Inc., a West Virginia banking corporation ("United Bank").

WHEREAS, the College wants United Bank to process payments, disbursements, and/or transfers of student financial aid awarded by or distributable from the College to students and, in conjunction therewith, provide an on-line service and/or stored value debit cards to its students to effectuate their payments, disbursements, and/or transfers of student financial aid (the "Services"); and

WHEREAS, United Bank has agreed to provide such services pursuant to the terms of this Agreement; and

WHEREAS, all capitalized terms shall have the meaning set forth in Section 14.12 of this Agreement.

NOW, THEREFORE, United Bank and the College agree that the Services shall be established subject to the terms and conditions of this Agreement.

1. SERVICES

1.1 During the term of this Agreement, United Bank will provide the Services for the College and its Students unless such services are terminated in accordance with the terms of this Agreement.

2. OBLIGATIONS OF THE COLLEGE

2.1 The College shall: (a) permit United Bank the right to offer the Services to Students; (b) grant United Bank the right to deploy ATMs on real property owned, leased by, or otherwise used by the College ("College Property") on such terms and conditions as the College and United Bank shall hereafter agree; and (c) subject to applicable law, provide United Bank with advertising, marketing, and promotional opportunities as shall be mutually agreed upon by the parties in order to promote the Services.

2.2 The College shall procure and timely provide United Bank with the necessary information and funds in order that United Bank may provide the Services.

(a) Information shall be provided to United Bank via two types of encrypted electronic flat files that have been tested and mutually agreed upon by the College and United Bank:

(i) Student file containing the Student Information.

(ii) Payment file containing the Student College ID number, payment amount, and requested Disbursement Date.

(b) Student Payments will be provided to United Bank by one of the following methods as determined in advance by the College: (i) United Bank initiated direct debit to a designated College account; (ii) an ACH transfer sent to a designated account at United Bank; or (iii) a wire transfer through the Fedwire system to a designated account at United Bank. The College may change the method of funding by giving United Bank fifteen (15) days prior notice, subject to any additional authorizations, verifications, and certifications as United Bank may reasonably require to effect such change]

(c) Regardless of the method of funding, the College shall provide the Student Payments to United Bank at least one (1) Business Day prior to the date that the Student Payment will be disbursed or made available to each Student payee (the "Disbursement Date"). If the College does not provide the Student Payments to United Bank at least one (1) Business Day prior to the desired Disbursement Date, United Bank shall not be obligated to process the Student Payments on the desired Disbursement Date but shall disburse the Student Payments as soon thereafter as is reasonably possible. Furthermore, nothing in this Agreement, nor any course of dealing between us, shall constitute or be deemed to constitute a commitment or offer by United Bank to extend credit or grant overdraft privileges to the College even if United Bank has done so on one or more prior occasions. The College reserves the right and subsequent responsibility for any student disbursements made outside this agreement.

2.3 The College shall have sole responsibility for verifying the accuracy, completeness and authenticity of all Student Information furnished to United Bank, and assumes all risk and liability associated with the Student Information provided to United Bank, including any risk of errors, duplication and fraudulent information. The College shall be solely responsible for the transmission of the Student Information necessary for United Bank to perform the Services and shall bear any risk of loss resulting from that transmission until United Bank confirms receipt.

2.4 During the Term of this Agreement, the College will grant United Bank a limited, non-exclusive, non-transferable license to use certain College Marks in conjunction with the Services, including the promotion thereof, in accordance with the terms of this Agreement. Any and all proposed use of College Marks shall be presented for approval to College prior to actual use in the market, which approval shall not be unreasonably withheld. Such right and license to use College Marks shall not apply or extend to any other product or service offered by United Bank. Upon termination of this Agreement, all license rights conveyed by the College to United Bank with respect to the use of College Marks under this Section shall cease.

2.5 The use of the College Marks and the content of any sponsorship message or advertising in any form whatsoever, including but not limited to broadcast media, print or electronic media, is subject to strict review and approval in advance by the College which approval shall not be unreasonably withheld. The College will permit United Bank to use the College logo in customized co-branded brochures, flyers, promotional materials, and a letter of introduction to Students outlining the services offered by United Bank, subject to approval of such use in writing in advance by the College which approval shall not be unreasonably withheld.

2.6 For purposes of annual communication of programs to Students, the College will provide opportunities to include marketing materials with mailings/publications directed to Students on behalf of United Bank on a schedule and in a manner that is mutually acceptable to the College and United Bank.

2.7 The College shall comply with all laws applicable to it in connection with the Student Information, the Student Payments and the Services.

2.8 The College acknowledges and agrees that its obligations with respect to Paragraph 2.3 may render it an "institution affiliated party," as that phrase is used in the United States Code, of United Bank. The College agrees to provide any access to any records or other information pertaining to the Services that may be requested by any State or Federal banking regulator during any regulatory banking examination.

2.9 To the extent any records pertaining to the Services possessed by or under the control of United Bank are sought by the United States Department of Education or by any other Federal or State governmental agency, the College agrees to provide United Bank with any reasonable assistance requested by United Bank to evaluate or comply its legal obligations with respect to such requests.

2.10 The College acknowledges and agrees that the Services will be provided by United Bank pursuant to written agreements executed between United Bank and each student.

3. OBLIGATIONS OF UNITED BANK

3.1 In accordance with providing the Services, United Bank will:

(a) Design all advertising, solicitation, promotional and other related materials concerning the Service (collectively "Service Materials"). The College shall have the right of prior approval of all Service Materials, printed or otherwise that utilizes College Marks, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, it is expressly understood that once a Student has become a customer of United Bank, United Bank shall have the right to communicate information to any Students who are customers which it normally sends to its other customers without having to obtain the prior approval of the College. The College shall have the right to approve any content and procedures for distributing messages (through e-mail and/or e-news) via the College's computing systems, servers, and/or electronic networks.

(b) Subject to prior approval, market throughout the Term of this Agreement through the use of mailings, College publications, e-mail, tabling at College new student orientations, and other events.

(c) Bear all costs of producing and distributing the Service Materials, including any cost of mailing that are solely attributable to the Service Materials.

(d) Process all applications for the Services as submitted by Students in accordance with United Bank procedure.

(e) Provide all such applicants with all information, including financial and other disclosures, as required by applicable laws.

(f) Upon the College's request, provide reports on a quarterly basis to the College that will include new Service accounts opened during the prior quarter.

(g) United Bank shall provide administrative, management, consulting, mechanical, and operational services and personnel sufficiently necessary to fulfill its obligations under this Agreement completely as described herein, in a commercially reasonable manner, with due care, and in conformance with this Agreement.

3.2 United Bank will provide the College with access to a co-branded Payment Solution website (the "Website") which will be linked to the College's student website. The Website will allow students to select how each wishes to receive his or her Student Payment from the College from among the following options:

- Direct deposit into a United Bank checking account
- Paper check
- ACH to other bank account when available

If a Student does not select a payment option on the Website, United Bank will make the payment in the form of a paper check mailed to the Student at his or her local mailing address as provided by the College.

3.3 United Bank agrees to do the following regarding stale date checks and unclaimed property:

(a) On a monthly basis, United Bank will provide a report to the College of all outstanding checks including (i) check number, (ii) check date, (iii) check amount, and (iv) Student name.

(b) United Bank will notify each Student via regular United States first class mail and email, if available, (if applicable) of the unclaimed amount.

(c) Upon the Student's request, United Bank will reissue the Student Payment to the Student.

(d) Within two hundred forty (240) days from the date of disbursement, United Bank shall return to the College any undisbursed Student Payments that are federal funds.

(e) United Bank shall turnover to its Escheatment Department all non-federal undisbursed Student Payments for processing pursuant to the state of the Student's last known permanent address in accordance with that state's unclaimed property laws.

(f) In the event that the College is fined or penalized because United Bank does not comply with these procedures, United Bank will be responsible for payment of the penalties and/or fines.

3.4 United Bank will provide Customer Service to support the Service each Monday through Friday from 8:30 a.m. to 5:00 p.m., prevailing Eastern Time, and on Saturday from 9:00 a.m. to 1:00 p.m., prevailing Eastern Time, excluding all federal holidays.

3.5 United Bank will provide the Payment Solutions Administrator identified below with monthly reports and online access to the payment and disbursement history and activity.

3.6 United Bank will use all Student Information solely to provide the Services in accordance with the terms of this Agreement.

3.7 United Bank will comply with all statutory and regulatory provisions governing the timely disbursement of FSA funds. Accordingly, upon its receipt of an approved FSA file from the College, United Bank will disburse all FSA funds to a Student within five (5) Business Days.

3.8 United Bank will assist the College in developing and implementing all student communication regarding FSA refund process.

4. **JOINT OBLIGATIONS.**

4.1 The parties agree that they shall jointly:

(a) Conduct, in good faith, during the first quarter of each calendar year, an annual review of the Service performance.

(b) Mutually assess the needs for any ATMs or ATM locations at the College.

(c) With regard to any and all credit card marketing or solicitation, fully comply with all applicable laws.

4.2 Except as otherwise permitted pursuant to this Agreement, neither party shall use the name or Proprietary Intellectual Property of the other party in any advertising or promotional materials without the prior written consent of such other party.

5. TERM AND TERMINATION

5.1 This Agreement is effective as of the Effective Date set forth above and shall remain in effect for a period of one (1) year.

5.2 In addition to any other remedies, either party may terminate this Agreement on thirty (30) days advance written notice if the other party: (a) fails to cure a material breach within thirty (30) days of receiving written notice to do so; (b) fails to cure any material violation of applicable laws related to the Services within thirty (30) days of receiving written notice to do so; or (c) discontinues performance under this Agreement because of a binding order of a court or regulatory body.

5.3 Termination of this Agreement shall not impact any right or obligation arising prior to termination.

6. PAYMENT TERMS AND FEES

6.1 During the term of this Agreement, the College agrees to pay United Bank all fees and charges set forth in Schedule 1 to this Agreement. United Bank will send the College a monthly invoice identifying the fees and charges for the prior month. The College shall pay United Bank the amount of the invoice no later than thirty (30) days from the date of the invoice.

6.2 The College may pay all fees and charges owed to United Bank either by check or electronic funds transfer.

6.3 Additional fees and charges associated with this Agreement shall be set forth in Schedule 2 to this Agreement.

7. PAYMENT SOLUTIONS ADMINISTRATOR

7.1 The College shall designate a Payment Solutions Administrator to be the contact with United Bank in connection with the Services. The College hereby authorizes such Payment Solutions Administrator to give information and instructions to United Bank as may be required by this Agreement or necessary for the operation and maintenance of the Services. The College may appoint a new Payment Solutions Administrator upon seven (7) Business Days' notice to United Bank.

7.2 The Payment Solutions Administrator's actions and instructions with respect to this Agreement and the Services shall be binding upon the College.

7.3 The College hereby designates the following individual as the Payment Solutions Administrator:

Name: Cathy Aquino
Title: Chief Financial Officer
Mailing Address: 619 2nd Avenue, Montgomery, WV 25136
E-mail Address: Cathy.Aquino@bridgevalley.edu
Phone: 304.734.6611
Fax: 304.734.6630

8. INTELLECTUAL PROPERTY

8.1 Any intellectual property rights that existed prior to the Effective Date of this Agreement shall belong solely to the party owning them at that time. Neither party shall be entitled to any Proprietary Intellectual Property of the other party.

8.2 Neither party shall use the other party's logos or trademarks or service marks except as otherwise provided in this Agreement. The parties shall consult with each other in preparing any press release or other similar communication that mentions or implies a relationship between them.

9. CONFIDENTIAL INFORMATION

9.1 Except as expressly provided below, each of United Bank and the College agrees that all information, whether oral, written, or disclosed, provided, or accessible electronically over the Internet or an intranet, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, agents, auditors, legal counsel or representatives ("Representatives") pursuant to this Agreement, is referred to hereinafter as "Confidential Information." Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, Constituent information, trade secrets, contracts, proprietary information, all historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer list, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of United Bank or the College. Confidential Information also includes all CDI, as defined herein.

9.2 Except as expressly provided below or with the other party's prior written consent, each of United Bank and the College agrees to hold all Confidential Information of the other in confidence, that it will not disclose any Confidential Information of the other to any third party, other than its Representatives who have a need to know such information in connection with this Agreement and that it will not use any such Confidential Information for any purposes other than those specifically required and provided for in this Agreement. United Bank acknowledges and warrants that all Confidential Information with regard to the Services is maintained in a separately encrypted database and is not shared or used by United Bank for any marketing or account creation purposes whatsoever. All United Bank and College information sources, web sites, and marketing materials shall contain a mutually agreed disclosure of compliance with the Family Educational Rights and Privacy Act ("FERPA"), and any and all implementing regulations, College policies, and/or guidelines. Each of United Bank and the College agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the party receiving such information utilizes the same control (but no less than reasonable control) as it employs to avoid disclosure of its own confidential and valuable information, including, without limitation, having the appropriate policies and procedures to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information and (c) protect against unauthorized access to or use of such Confidential Information. As applicable to this Agreement, the parties shall comply with the provisions of the Gramm-Leach-Bliley Act (Pub. L. 106-112), Section 628 of the Fair Credit Reporting Act, Section 216 of the Fair and Accurate Credit Transactions Act, the Family Educational Rights and Privacy Act (FERPA), and any and all implementing regulations, the College policies, and/or guidelines. The College will notify United Bank when its policy changes.

9.3 As a condition of this Agreement, it is agreed that neither United Bank nor the College (or their respective Representatives) without the prior written consent of the other will disclose to any person any terms, conditions or other facts pertaining to this Agreement. United Bank or the College may, however, make such disclosures to or as may be required by the appropriate local, state or federal agencies, courts, tribunals, or other regulatory or oversight authorities. Any media releases or public announcements or disclosures by either United Bank or the College relating to this Agreement or the Services shall be coordinated with and approved by the other.

9.4 Either United Bank or the College may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement by law, or in defense of any claim or causes of action asserted against it; provided, however, that it shall (a) first notify the other of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (b) attempt to obtain the other's consent to such disclosure, and (c) in the event consent is not given, to agree to permit a motion to quash, or other similar procedural step, to limit or prevent the

production or publication of Confidential Information. Nothing herein shall require either United Bank or the College to fail to honor a subpoena, court or administrative order, or a requirement on a timely basis. In the absence of consent of a party as provided above, if a party is, in the reasonable opinion of its counsel, compelled to disclose Confidential Information to relevant court or other tribunal, such disclosure shall be without liability hereunder.

9.5 With the exception of the Student Information, which shall be protected in all circumstances, it is understood and agreed that no information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (b) is released by the originating party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the party's knowledge, are not under an obligation of confidentiality; (d) is not [?] confidential as evidenced by tangible records kept by the receiving party in the ordinary course of business; or (e) is independently developed by the receiving party without reference to or reliance on the originating party's Confidential Information.

9.6 Each party shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained and transmitted Confidential Information received from, or on behalf of, the other party hereto. These measures will be extended by contract to all subcontractors, consultants, or other parties acting on behalf of United Bank in regards to the Services.

9.7 Each party shall report to the other party any use, access or disclosure of Confidential Information not authorized by this Agreement. The report shall be made within one (1) Business Day after a party learns of such use, access or disclosure. The report shall identify to the best of the party's knowledge at the time of the report: (i) the nature of the unauthorized use, access, or disclosure, (ii) who made the unauthorized use or access or received the unauthorized disclosure, (iii) what the party has done or shall do to mitigate any deleterious effect of unauthorized use, access or disclosure, and (iv) what corrective action the party has taken or shall take to prevent future similar unauthorized use, access or disclosure. No public disclosure of such unauthorized use, access, or disclosure shall be made without prior consultation with and consent of the other party.

9.8 The parties hereto acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the originating party may be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction with respect to its Confidential Information.

9.9 Upon termination, cancellation, expiration or other conclusion of this Agreement, United Bank shall return all CDI to the College or, if return is not feasible, then, in accordance with industry standards, destroy all and any CDI

10. REPRESENTATIONS AND WARRANTIES

10.1 The College represents and warrants, as of the Effective Date and during the Term of this Agreement that:

(a) The College is duly organized, validly existing and in good standing under the laws of the State of West Virginia and has the requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance of this Agreement by the College are within the College's powers, have been duly authorized by all necessary action, and doing so does not violate, conflict with or constitute a breach under any charter, bylaw, law, regulation, contract or obligation applicable to the College;

(c) This Agreement constitutes a legal, valid and binding obligation of the College, enforceable against it in accordance with its terms;

(d) In performing its obligations hereunder, the College shall comply with all applicable laws, regulations and ordinances to which it is subject;

(e) Any authorization, or approval by any governmental authority or regulatory body required for this execution, delivery and performance by the College of this Agreement has been obtained;

(f) No information furnished or to be furnished by the College to United Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; provided, however, that parties recognize that the nature of the information maintained by the College with respect to the Students is subject to change and may be updated and outdated from time to time and that the information contained therein may not be completely accurate. The College warrants that in the event that it undertakes to commence doing so, it shall provide United Bank with updated information in a timely manner;

(g) The College's employees, directors, officers and agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of any Services provided by United Bank pursuant to this Agreement. Any questions regarding the Services shall be promptly referred to United Bank.

(h) The College has not entered and will not enter into any agreement that would prohibit the College from fulfilling its duties and obligations under the terms of this Agreement; and

(i) During the Term of this Agreement, the College will (i) endorse the Service by, among other mutually agreed upon activities, permitting United Bank to use the College Marks on United Bank advertising, promotional, and marketing materials and communications with Students subject to the prior approval of College which approval shall not be unreasonably withheld, and conducting mailings on behalf of United Bank in accordance with mutually agreed upon conditions, and (ii) allow United Bank exclusive right to offer the Service to the Students in accordance with the terms of this Agreement.

10.2 United Bank represents and warrants as of the Effective Date of this Agreement that:

(a) United Bank is a West Virginia banking corporation, validly existing and in good standing under the laws of the State of West Virginia, is FDIC insured and has the requisite corporate power and authority to enter into this Agreement;

(b) United Bank's execution, delivery and performance of this Agreement are within United Bank's corporate powers, have been duly authorized by all necessary corporate action and doing so, does not violate, conflict with or constitute a breach under any articles of incorporation, charter, bylaw, law, regulation, contract or obligation applicable to United Bank.

(c) Any authorization or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the execution, delivery and performance by United Bank of this Agreement has been obtained in a timely manner and shall be maintained during the Term;

(d) This Agreement constitutes a legal, valid and binding obligation of United Bank, enforceable against it in accordance with its terms;

(e) No information, schedule, exhibit, financial information furnished or to be furnished by United Bank to the College in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; and

(f) In its performance and activities hereunder United Bank shall, at all times, comply with all applicable federal, state or local rules, laws or regulations.

11. INDEMNITY

11.1 United Bank shall indemnify, defend and hold harmless College, its officers, directors, employees and agents from and against all loss, cost damage, liability, claim, expense (including reasonable attorney fees) judgment and fine of any nature whatsoever, arising directly or indirectly, out of or relating to any third party claim for the following:

(a) breach or failure of observance or performance of any representation, warranty, covenant or provision of this Agreement by United Bank;

(b) violation of any applicable law, rule, regulation or administrative orders or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with United Bank's performance under this Agreement; or

(c) gross negligence or willful misconduct of United Bank or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of College.

11.2 In any cases where the College is seeking indemnification under this Agreement or seeks indemnification for a third party claim, suit or proceeding (herein referred to as a "Third Party Claim"), such indemnification will be conditioned on the College's compliance with the following procedures:

(a) The College will give prompt written notice to United Bank of each claim for indemnification under this Agreement, specifying the amount and nature of the claim (herein referred to as a "Notice of Claim"). Provided that such Notice of Claim is given (unless the failure to provide such Notice of Claim does not prejudice the interests of United Bank), and United Bank has not contested in writing the College's right to indemnification as set forth below, United Bank, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such claim, suit or proceeding. If within a reasonable time period following the receipt of a Notice of Claim, United Bank contests in writing the College's right to indemnification with respect to the Third Party Claim described in the Notice of Claim, the College will defend against and contest such Third Party Claim.

(b) If United Bank is defending against the Third Party Claim, the College may, but shall not be obligated to, participate in the defense of any such Third Party Claim, suit or proceeding, at its own expense and using counsel of its own choosing, but United Bank will be entitled to control the defense thereof unless the College has relieved United Bank from liability with respect to the particular matter. The College will cooperate and provide such assistance as United Bank reasonably may request in connection with United Bank's defense and will be entitled to recover from United Bank the reasonable cost of providing such assistance. United Bank will inform the College on a regular basis of the status of such claim, suit or proceeding and United Bank's defense thereof.

(c) In any Third Party Claim the defense of which is controlled by United Bank, United Bank will not, without the College's counsel's prior written consent, compromise or settle such claim, suit or proceeding where: (i) the College is a party; (ii) such compromise or settlement would impose an injunction or other equitable relief upon the College; or (iii) such compromise or settlement does not include the third party's

release of the College from all liability relating to such claim, suit or proceeding and the compromise or settlement thereof.

(d) If United Bank fails to timely defend, contest, or otherwise protect against any such claim, suit or proceeding, and fails to contest in writing the College's right to indemnification, the College may, but shall not be obligated to, defend, contest or otherwise protect against the same, and make any compromise or settlement thereof and recover the entire costs thereof from United Bank, including reasonable fees and disbursements of counsel and all amounts paid as a result of such claim, suit or proceeding and the compromise or settlement thereof.

(e) The obligation of United Bank to indemnify the College's officers, directors, employees and agents in accordance with this Section may be enforced exclusively by the College and nothing herein will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect thereto. The parties may amend or modify this Agreement in any respect without the consent of such officers, directors, employees and agents.

11.3 United Bank warrants that it will provide the Services in a commercially reasonable manner, with due care, and in conformance with this Agreement. This warranty does not apply to: (a) defects, problems, or failures caused by the College or the College's nonperformance of obligations essential to United Bank's performance of the Services; or (b) defects, problems, or failures caused by an event described in Section 14.3 of this Agreement.

12. TAXES

12.1 United Bank shall pay all taxes properly assessed against it or its property by any taxing authority because of its operations and the conduct of its business (including United Bank's income, employment of personnel, franchise, sales, use and excise taxes). United Bank shall have no obligation to pay taxes related to the College's operations or conduct of its business (including the College's income, employment of personnel, franchise, sales, use and excise taxes).

12.2 The College shall pay all taxes properly assessed against it or its property by any taxing authority because of its operation and conduct of business (including the College's income, employment of personnel, franchise, sales, use and excise taxes). The College shall have no obligation to pay taxes related to United Bank's operations or conduct of its business (including United Bank's income, employment of personnel, franchise, sale and excise taxes).

13. MISCELLANEOUS

13.1 No modification, amendment or waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the authorized representatives of the parties. United Bank and the College reserve the right to amend this Agreement consistent with or as required by any future laws and regulations applicable hereto.

13.2 Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other person or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

13.3 The headings contained in this Agreement are solely for the convenience of the parties and should not be used or relied upon in any matter in the construction or interpretation of this Agreement.

13.4 Any element of this Agreement held to violate a law or regulation or jeopardize the College's tax-exempt status shall be deemed void and all remaining provisions shall continue in force. The parties shall in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing or achieving the intent of the original provision.

13.5 This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to its provisions relating to the conflict of laws, except where a provision of the United States Code, Code of Federal Regulations, or lawful order issued by a State or Federal banking regulator applicable to the business of banking is otherwise applicable. Each party agrees that it is and shall remain subject to the *in personam*, *in rem* and subject matter jurisdiction of the West Virginia Court of Claims for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto.

13.6 All notices pertaining to this Agreement including all Exhibits and Schedules hereto which either party may be required or desire to give to the other party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

If to the College, then to:

BridgeValley Community & Technical College
619 2nd Avenue
Montgomery, WV 25136

If to United Bank, then to:

United Bank
500 Virginia Street East
P.O. Box 393
Charleston, WV 25322-0393

With copy to:

(Bank Address)

The names and addresses for the purpose of this Section may be changed by either party by giving written notice of such change in the matter herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, shall be deemed to continue in effect for all purposes hereunder.

13.7 Nothing in this Agreement is intended to nor does it create the relationship of employer and employee, principal and agent, partners or joint ventures between the College and United Bank.

13.8 Except as otherwise indicated herein, any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by all parties. The failure or delay of any party to require performance of any provisions of this Agreement shall not constitute any waiver thereof, unless and until such performance has been waived by such party in writing in accordance with the terms hereof. No waiver by any party of any term or condition of this Agreement, in any one or more instances shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

13.9 All remedies provided for under the terms of this Agreement shall be cumulative and not alternative.

13.10 This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

13.11 For the purposes of this Agreement, the following terms shall have the following meanings:

(a) “**Affiliate**” shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with United Bank or the College; “control” shall

mean the power to direct the management of the affairs of the entity; and “ownership” means the beneficial ownership of more than 50 % of the equity of the entity.

(b) “**Agreement**” shall mean this Student Payment Solution Agreement together with all schedules, exhibits, and other attachments hereto and all amendments, modifications, restatements and replacements thereto or thereof all of which are attached and incorporated herein.

(c) “**Automated Teller Machine**” or “ATM” shall mean an electronic terminal.

(d) “**Business Day**” shall mean a day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close under the laws of the United States of America and the State of West Virginia.

(e) “**Covered Data and Information**” or “CDI” shall mean paper and electronic student education record information supplied by the College, as well as any data provided by the College’s students to United Bank, or any data or record created by United Bank for the limited purpose of fulfilling the Services. In no event however, shall the following information be construed as being within the definition of CDI:

- Information in connection with the opening of a United Bank account (even if that account is opened in connection with the provision of the Services) as long as such information is the type of information normally supplied by customers of United Bank when opening a similar account; or
- Information provided directly to United Bank by Students for any purposes not related to the Services.

(f) “**Disbursement Date**” shall have the meaning set forth in Section 2.2(c) of this Agreement.

(g) “**Initial Term**” shall have the meaning set forth in Section 5.1 of this Agreement.

(h) “**Proprietary Intellectual Property**” shall include, but not limited to, the College Marks and the United Bank Marks.

(i) “**Renewal Term**” shall have the meaning set forth in Section 5.1 of this Agreement.

(j) “**Representatives**” shall have the meaning set forth in Section 9.1 of this Agreement.

(k) "Services" shall have the meaning set forth above at the beginning of this Agreement.

(l) "Services Materials" shall have the meaning set forth in Section 3.1(a) of this Agreement.

(m) "Student" shall mean each person enrolled at the College who is entitled to receive financial aid from or through the College.

(n) "Student Information" for each Student shall mean such Student's name, College ID number, payment preference, permanent address, current local address, e-mail address, and social security number.

(o) "Student Payments" shall mean the funds received from the College to be made available to each Student.

(p) "Term" shall have the meaning set forth in Section 5.1 of this Agreement.

(q) "College Marks" shall mean any design, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by College.

(r) "United Bank Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by United Bank.

(s) "Website" shall have the meaning set forth in Section 3.2 of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Agreement on its behalf, as of the Effective Date.

This Agreement is hereby accepted this 17th day of AUGUST, 2016.

College Approval

College: BRIDGEVALLEY CTC


Signature: Cathy L Aquino

Name: CATHY L AQUINO

Title: CFD

Date: 8/17/16

United Bank Approval

Signature: 
Name: Larry Satyers

Title: SVP
Date: 8/17/16

STUDENT PAYMENT SOLUTION AGREEMENT

Schedule A

Obligations of United Bank to the College, pursuant to this Student Payment Solution Agreement, will provided free of charge to the College.

STUDENT PAYMENT SOLUTION AGREEMENT

Schedule 1

Obligations of United Bank to the College, pursuant to this Student Payment Solution Agreement, will be provided free of charge to the College

STUDENT PAYMENT SOLUTION AGREEMENT

Schedule 2

ATM Monthly Rental Fee	\$150.00
Maximum Non-United Bank Fee	\$2.00
Minimum Withdrawal Amount	\$10.00
Maximum Withdrawal Amount (per day)	\$500.00

This Agreement is hereby accepted this 17th day of AUGUST, 2016.

College Approval

College: BRIDGEVALLEY CTC

Signature: Cathy L Aquino

Name: CATHY L AQUINO

Title: CFD

Date: 8/17/16

United Bank Approval

Signature: [Signature]

Name: Lerry Salazar

Title: SVP

Date: 8/17/16