

PAYSCHOOLS CUSTOMER REFERRAL PROGRAM

OFFICIAL RULES

This Customer Referral Program (“Program”) is sponsored by CP-DBS, LLC (“PaySchools”) and is open only to schools and school districts that are current customers of PaySchools. The Program is void where prohibited by law, regulation or the internal policies of a school or school district.

REGISTRATION:

A school or school district that is a current customer of PaySchools may register for the Program by visiting www.payschools.com/referral-program-registration/ (the “Program Website”) and fully completing and submitting an online registration form. Alternatively, such school or school district may contact a PaySchools representative who will manually complete the registration on their behalf.

A school or school district that is a current customer of PaySchools and successfully registers for the Program shall be a “Referral Party” under these Program rules. A school or school district that is no longer a customer of PaySchools will automatically lose its status as a Referral Party under the Program (including the right to receive Referral Awards).

No Referral Party will be eligible for a Referral Award (defined below) unless such Referral Party has registered for the Program. An email confirming valid registration will be sent to the Referral Party.

REFERRALS

A Referral Party may refer schools and school districts to PaySchools to the extent those schools or school districts are not already customers of PaySchools and have not been actively solicited by PaySchools in the prior 12 months (each, a “Potential Customer”). To make a valid referral, the Referral Party must visit the Program Website and fully complete and submit a referral form.

Referrals of Potential Customers are on a “first-come, first-served” basis. In other words, if two Referral Parties refer the same Potential Customer, the Referral Party who first refers the Potential Customer will be eligible for a Referral Award, and the second Referral Party’s referral of that Potential Customer will be deemed void.

“Shotgun” referrals are not allowed (e.g., referring every school within a 100-mile radius). A Referral Party must have some knowledge or familiarity with each Potential Customer that it refers.

Referrals automatically expire 12 months from their submission by a Referral Party if the Potential Customer does not enter into a binding agreement for PaySchools products or services during that 12-month period. Upon such expiration, the Potential Customer will be deemed to have never been referred and any Referral Party may thereafter submit the Potential Customer (subject to the referral requirements and limitations in this section – e.g., completing a referral form on the Program Website, first-come first-served, etc.).

An email confirming a valid referral will be sent to the Referral Party for each Potential Customer. Such email will include the date upon which the referral would automatically expire in accordance with the foregoing paragraph. The Referral Party will also receive an email if the referral that it attempts to make is invalid and does not comply with the referral requirements and limitations in this section.

The prices, terms and conditions under which PaySchools may offer or sell its products and services, and the negotiations related thereto, shall be determined by PaySchools in its sole discretion. Nothing in these Program rules shall obligate PaySchools to actually offer or sell any products or services or consummate any transaction with any Potential Customer. PaySchools may terminate any negotiations or discussions at any time and has the right not to proceed with any sale of products or services to a Potential Customer without any liability or obligation to make a Referral Award to a Referral Party.

REFERRAL AWARDS:

A Referral Party will be entitled to a Referral Award upon a Potential Customer entering into a binding agreement for the purchase of PaySchools products or services within 12 months after a valid referral of that Potential Customer was made in accordance with the process set forth above in these Program rules. Entering into this binding agreement will result in a “Vested Award” for the Referral Party.

The first Vested Award for a Referral Party will be a 10% discount on PaySchools maintenance fees for the upcoming school year and may be claimed only if the Referral Party renews its annual agreement with PaySchools for the upcoming year. Each Vested Award thereafter will result in \$100 being paid to the Referral Party by PaySchools (i.e., for additional Potential Customers that become customers of PaySchools following a valid referral by the Referral Party).

Each Potential Customer that enters into a binding agreement with PaySchools following a valid referral by a Referral Party will receive a 10% discount on its first-year professional services fees from PaySchools.

MISCELLANEOUS

Any federal, state, and local taxes on any Referral Award shall be the sole responsibility of a Referral Party, other than taxes imposed on PaySchools’ income. A Referral Party may terminate its registration in the Program at any time, by providing email notification to sales@payschools.com. In addition, PaySchools may cancel or modify the Program at any time by email notification to each Referral Party. PaySchools may also terminate this Program or any Referral Party’s eligibility to make referrals under the Program for any reason upon seven (7) days prior written notice to Referring Party. PaySchools reserves the sole right to interpret these Program rules and to resolve any disputes under the Program or ambiguity in these Program rules (which PaySchools will do in good faith). PaySchools shall not be responsible for any lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a Referral Party’s ability to participate in the Program, whether caused by computer, technical or human error.