

## EXECUTIVE EDUCATION PROGRAM TERMS

**Last Updated Date: May 1, 2023**

Thank you for applying with Fiserv Solutions, LLC (“**Fiserv**”, “**we**” or “**us**”) to participate in the Program (defined below) with Georgia State University – Robinson College of Business (“**GSU**”).

PLEASE READ THESE PROGRAM TERMS (“**TERMS**”) CAREFULLY. THESE TERMS ARE A LEGAL CONTRACT BETWEEN YOU, FISERV, AND GSU AND GOVERN YOUR APPLICATION TO AND PARTICIPATION IN THE PROGRAM (COLLECTIVELY, THE “**SERVICES**”). BY SUBMITTING AN APPLICATION FOR THE PROGRAM, AND/OR PARTICIPATING IN THE PROGRAM (each event shall individually be deemed an “Acceptance” of the Terms), YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND BY ALL THE DECISIONS OF FISERV AND/OR GSU.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT SUBMIT AN APPLICATION, ACCESS OR USE THIS WEBSITE OR THE SERVICES, OR OTHERWISE PARTICIPATE IN THE PROGRAM.**

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY FISERV IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Fiserv will make a new copy of the Terms available to you upon your written request. We will also update the “Last Updated” date at the top of the Terms. Fiserv may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), Fiserv may, at its sole discretion, require you to stop using the Services. Otherwise, your continued use of the Services or participation in the Program constitutes your acceptance of such change(s). THE PROGRAM IS SUBJECT TO ALL APPLICABLE LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED.

### **1. Services.**

**1.1 Generally.** The Services allow each eligible applicant (“**Applicant**” or “**you**”) to apply to participate in a 6-week, online, executive education program, known as the “Fintech Education Program for Diverse Suppliers” (the “**Program**”) with GSU. During the application process, Fiserv will ask Applicants questions to determine their eligibility for the Program.

**1.2 Eligibility.** Applicants must successfully pass a background check and be a representative of a business that meets all of the following eligibility requirements (“**Eligibility Requirements**”):

(a) Meet diverse business enterprises certification criteria and requirements, being at least 51% owned, controlled and/or managed by one of the following designated groups:

- (i) Disabled;
- (ii) Racial or ethnic minority;
- (iii) LGBTQ;
- (iv) Veteran; or
- (v) Woman;

(b) has at least ten (10) full-time/part-time employees, including the owner;

(c) is a for profit business established before January 1, 2018 (and has continuously operated since being established) and organized/incorporated in the U.S., a U.S. territory, or the United Kingdom;

(d) is in "Good Standing" with the business's local or state entity of incorporation, organization, or registration;

(e) can promptly provide all documentation requested by Fiserv to show proof of business status;

(f) is not owned by (in whole or in part by) and does not employ any individuals who are an employee, contractor, or personnel of Fiserv or of Fiserv, Inc. or any of its parents, subsidiaries, or affiliates (collectively, "**Fiserv**") or a family member of same;

(g) has average annual revenue of at least \$5 million for prior three (3) years;

(h) is located in the U.S., a U.S. territory, or the United Kingdom; and

(i) is not engaged in business in any restricted industries as determined by Fiserv.

Fiserv may update the Eligibility Requirements at any time, at its sole discretion. For purposes of the Program, the term "family member" is defined as any spouse, domestic partner, parent, legal guardian, child, sibling, grandparent, grandchild, in-law, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**1.3 No Guarantees for Applicants.** APPLYING FOR THE PROGRAM DOES NOT GUARANTEE THAT AN APPLICANT WILL BE SELECTED TO PARTICIPATE IN THE PROGRAM. IN ORDER TO APPLY FOR THE PROGRAM, FISERV WILL ASK YOU FOR CERTAIN INFORMATION, WHICH FISERV MAY SHARE WITH GSU AND/OR THIRD PARTIES. BY SUBMITTING RESPONSES TO SUCH INFORMATION, YOU CONSENT TO SUCH SHARING AND ACKNOWLEDGE AND AGREE THAT FISERV MAY PERFORM, AND/OR USE SUCH INFORMATION TO, AMONG OTHER PURPOSES, TO HAVE ONE OR MORE THIRD PARTIES VERIFY ELIGIBILITY TO PARTICIPATE IN THE PROGRAM.

**1.4 Application Data.** In completing and submitting an application to participate in the Program, Applicant agrees to: (a) provide true, accurate, current and complete information about the Applicant as prompted by Fiserv; and (b) maintain and promptly update any such data or information, as necessary, to keep it true, accurate, current and complete. If any information Applicant provides is untrue, inaccurate, not current or incomplete, Fiserv reserves the right to terminate your application for the Program and/or your access to the Services. When you submit an application for the Program, you agree to cooperate in the application process, including, without limitation, by submitting all required documentation in a timely manner, and, if needed, to obtain information we may need from third parties. As the Applicant, you acknowledge and agree that Fiserv's ability to facilitate the processing of the application and participation in the Program depends on such cooperation.

**1.5 Sharing of Information.** In order to facilitate the Program, Applicant authorizes and directs Fiserv to disclose, exchange, and otherwise provide to GSU, and/or other third parties any and all information provided by you or collected by Fiserv or on Fiserv's behalf for the purpose of administering, evaluating your ability to qualify for, judging your application for, and/or otherwise carrying out any aspect of the Program.

**1.6 Agreement to Additional Terms.** If you are approved to participate in the Program, you may be required to enter into additional agreements or supplementary terms as a condition of your participation in the Program.

**1.7 Participation in Program.** Fiserv will review properly submitted applications and admit applicants to participate in the Program. Decisions to admit Applicants to participate in the Program will be made by Fiserv and/or GSU in their sole and complete discretion. Applicant understands that all determinations are final and are not subject to any appeal or contest. Applicant agrees to accept the

decision of Fiserv and/or GSU and agrees that Fiserv and/or GSU are not obligated to give any information related to their decision on whether Applicant is selected to participate in the Program.

**1.8 Taxes.** To the fullest extent allowable under applicable law, all taxes (including, without limitation, national, federal, state, provincial, territorial, prefectural, and/or local taxes, as well as any interest, penalties and additions to tax) arising from acceptance or participation in the Program are your sole responsibility.

## **2. Ownership.**

**2.1 Services.** Except with respect to the information or data you submit through the Services (collectively, “**Your Data**”), you agree that Fiserv and/or GSU owns all rights, title, and interest in the Services. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in the accompanying Services.

**2.2 License to Your Data.** You grant Fiserv and GSU a worldwide, royalty-free, non-exclusive, and fully sub-licensable right and license to use, distribute, and reproduce Your Data (in whole or in part) for the purposes of administering, evaluating your ability to qualify for, judging your application for, carrying out any aspect of the Program, and/or otherwise operating and providing the Services. You agree that you, not Fiserv or GSU, are responsible for all of Your Data that you make available on or in the application or related in any way to the Program or Services. You represent and warrant to Fiserv and GSU that you have the full power and authority to grant the above license.

**2.3 Publicity Rights.** Fiserv and GSU may develop promotional and marketing materials regarding Applicant’s participation in the Program or the Services provided hereunder. Applicant hereby grants Fiserv and GSU the right to use Applicant’s name and its trademark as a reference both publicly and privately, without limitations, in Fiserv’s and GSU’s marketing and promotional materials, including, but not limited to, press releases, newsletter articles, web site references, and e-mail. Applicant shall not use Fiserv’s or GSU’s name, trademark, logo, or any other commercial indicia of Fiserv or GSU, or any variation thereon or adaptations thereof, for any purpose without the prior written approval of Fiserv and GSU.

**3. Indemnification.** You agree to defend, indemnify, and hold Fiserv and GSU, and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners and licensors (collectively, the “**Program Party(ies)**” or “**Indemnified Party(ies)**”) harmless from and against any and all claims, actions, suits, or proceedings, and shall pay all resulting losses, costs, liabilities, damages, settlement amounts, and expenses (including reasonable attorneys’ fees) incurred by any Indemnified Party relating to or arising out of (a) your application for or participation in the Program, including, without limitation: (i) Your Data or any inaccuracies therein, (ii) your violation of the Terms, (iii) your violation of any rights of another party, or (iv) your violation of any applicable laws, rules or regulations; (b) your breach of any of the representations, warranties, obligations, or covenants found in these Terms; and (c) personal injury, death, or damage to real or tangible property arising from any act or omission of Applicant. The Indemnified Parties reserve the right, at your cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the applicable Indemnified Party in asserting any available defenses. You agree that the provisions in this section will survive any termination of the Terms, or your access to Services and/or participation in the Program.

## **4. Disclaimer of Warranties and Conditions.**

**4.1 As-Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES AND PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE RISK, AND THE SERVICES AND PROGRAM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO ITS USE OR ENJOYMENT.

(a) FISERV AND GSU MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES AND/OR PROGRAM WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES AND/OR PARTICIPATION IN THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES AND/OR PARTICIPATION IN THE PROGRAM WILL BE ACCURATE OR RELIABLE.

(b) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FISERV, GSU, OR THROUGH THE SERVICES AND/OR PARTICIPATION IN THE PROGRAM WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**4.2 No Liability For Conduct Of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE INDEMNIFIED PARTIES LIABLE FOR THE CONDUCT OR INFORMATION OF THIRD PARTIES. FISERV AND GSU ARE NOT LIABLE FOR THE ACCURACY OR QUALITY OF ANY THIRD-PARTY SERVICES OR INFORMATION.

## **5. LIMITATION OF LIABILITY.**

**5.1 DISCLAIMER OF CERTAIN DAMAGES.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF OR IN CONNECTION WITH THE TERMS, THE SERVICES, OR THE GRANT PROGRAM, AND EVEN IF APPLICANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.2 CAP ON LIABILITY.** EACH OF THE INDEMNIFIED PARTIES' AGGREGATE LIABILITY TO THE APPLICANT OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE TERMS, THE SERVICES, AND/OR THE GRANT PROGRAM SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100.00).

**5.3 BASIS OF THE BARGAIN.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FISERV AND GSU AND YOU.

**5.4 LIMITATIONS PERIOD.** APPLICANT MAY NOT ASSERT ANY CLAIM AGAINST FISERV OR GSU RELATED TO THE TERMS, THE SERVICES, OR THE PROGRAM MORE THAN TWO (2) YEARS AFTER SUCH CLAIM ACCRUED.

**6. Release.** THE APPLICANT HEREBY WAIVES, RELEASES, COVENANTS NOT TO SUE, AND DISCHARGES FISERV AND GSU AND THEIR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THE EMPLOYEES, REPRESENTATIVES, AGENTS, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS OF ALL OF THE FOREGOING (COLLECTIVELY, "**RELEASED PARTIES**") FROM ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND (COLLECTIVELY, "**CLAIMS**") ARISING OUT OF OR RELATED TO THE PROGRAM OR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY INTERACTIONS WITH OR CONDUCT OF OTHER USERS OR THIRD PARTIES IN CONNECTION WITH OR AS A RESULT OF THE TERMS OR YOUR PARTICIPATION IN THE PROGRAM OR USE OF SERVICES. THE FOREGOING RELEASE, WAIVER, AND COVENANT NOT TO SUE, INCLUDES, BUT IS NOT LIMITED TO, CLAIMS ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, OR ANY OTHER THEORY.

**7. Remedies.** In addition to all other remedies available at law or in equity, in the event that Fiserv determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate with respect to the Services or the Program, Fiserv reserves the right to: (a) delete any of Your Data provided through the Services; (b) terminate your pending application(s) if you are an Applicant; (c) discontinue your access to any Services and/or participation in the Program; and/or (d) pursue any other action which Fiserv deems to be appropriate..

## **8. Term and Termination.**

**8.1 Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect, unless terminated earlier in accordance with the Terms.

**8.2 Prior Use.** Notwithstanding the foregoing, if you used the Services prior to the date you accepted the Terms, you hereby acknowledge and agree that these Terms commenced on the date you first used the Services (whichever is earlier).

**8.3 Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Data associated therewith from our live databases, but further understand that the termination of Services does not obligate Fiserv or GSU to delete, remove, or cease using Your Data. Fiserv and GSU will not have any liability whatsoever to you for any suspension or termination, including, without limitation, for deletion or nondeletion of Your Data. All provisions of the Terms, which by their nature should survive, shall survive termination of Services, including, without limitation, ownership provisions, warranties, warranty disclaimers, indemnity obligations, and limitations of liability.

## **9. General Provisions.**

**9.1 Dispute Resolution.** The Terms, Program, Services and any dispute arising under or related thereto (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of the State of New York, USA, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. The prevailing party in any action to enforce the Terms will be entitled to recover its costs and expenses, including reasonable attorneys' fees.

**9.2 Assignment.** The Terms, and your rights, interests, benefits, and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Fiserv's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**9.3 Force Majeure.** Without limiting any other provision in the Terms, Fiserv and GSU are not responsible or liable to any Applicant (or any person claiming through such Applicant) for delay or failure to perform its obligations hereunder in the event that any of Fiserv's or GSU's operations or activities are affected by any cause or event beyond the sole and reasonable control of Fiserv or GSU (as determined by such party in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi- governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

**9.4 Notice.** Where Fiserv and/or GSU requires you to provide an e-mail address, you are responsible for providing your most current e-mail address. In the event that the last e-mail address you

provided is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, Fiserv's and/or GSU's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Notice shall be deemed to have been duly given on the day Fiserv transmits an e-mail to the Applicant.

9.5 **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.6 **Severability.** If any portion of the Terms is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

9.7 **Discretion.** To the extent the various provisions of these Terms, whether explicitly or implicitly, call for Fiserv and/or GSU to exercise discretion in making a decision or granting approval or consent, Fiserv and/or GSU shall have sole and complete discretion when making any decision or granting approval or consent.

9.8 **Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.