

GotZoom Service Contract

This GotZoom Service Contract (the "**Contract**") is entered into on _____, _____ (the "Effective Date") by and between _____ ("____") with its principal place of business at _____ and GotZoom, Inc. ("**GZI**") with its principal place of business at 535 E. First Street Tustin, CA 92780, and collectively referred to as the ("**Parties**"). In consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Duration and Termination:** This Contract will take effect upon execution by all parties. It shall remain in effect for a twenty-four (24) month period, commencing on the date executed by all parties and will automatically renew for an additional twelve (12) month period. Either Party may terminate this Contract at any time with thirty (30) day written notice to the other Party.
- Scope of Services:** GZI provides federal student loan repayment and loan forgiveness services which are offered to organizations as a financial wellness solution and are administered as a voluntary benefit. The student loan repayment and loan forgiveness programs administered by GZI are made available to the loan holder by the U.S. Department of Education (DOE).
- Reference Account:** ____ enters into this Contract with an understanding that GZI is providing an incremental discount, which is reflected in Exhibit A, in exchange for ____ concurrence to serve as a GZI Reference Account. As Reference account: (i) ____ can be included (name and logo/brand) in GZI external communications, (ii) ____ agrees to speak to GZI prospective customers, (iii) provide GZI testimonials consistent with the service level provided ____ and outcomes from the services rendered.
- Process and Milestones:** Provided below is an abbreviated summary of the **GZI** process, milestone estimates and responsibilities.

Process Step	Time	Responsibilities	
		Owner	Support
Completion of employee census: quantification of loan holders with interest in federal repayment programs (employee survey)	Week 1	____	GZI
Execution of GotZoom Service Contract:	Week 2	Parties	None
Payment for employee ____ (if Employer Funded): Processing Fees	Week 2/3	____	GZI
Completion of orientation training for Employer	Week 3	GZI	____
Employee records to GZI: CSV file	Week 3	____	GZI

GZI Services (initiated)	Week 4	GZI	None
Payment for defined employee ____: Maintenance Fees	Week 6	____	GZI
Service reporting	Quarterly	GZI	None

5. Contract Scope: Based on the results of the ____ Employee census, the parties agree that the scope of this Contract is to provide GZI federal student loan repayment and/or student loan forgiveness services. GZI will provide services for those ____ Employees holding only federal student loans. The Parties agree that any change in the scope of GZI services provided will be formalized in an addendum to this Contract.

6. Contract Pricing: The parties acknowledge and agree that there are two components to GZI contract pricing. There is a one-time processing fee to onboard the employee, assess loan status, define recommended repayment and/or loan forgiveness programs, build the case file and process it with the DOE and the designated Servicer. There are recurring maintenance fees to monitor and assess DOE program changes, manage the case file, administer annual re-certifications (if applicable) and process repayment program modifications as needed and approved by the employee. The ____ will determine if the maintenance fees will be paid monthly or on an annual basis.

- a) Processing Fee: \$395.00 (One-time)
- b) Maintenance Fee: \$29.95 (PEPM) or \$359.40 (Per Annum)

Payments made by the employee via credit card or bank draft are as follows: Processing Fee: \$407. Maintenance Fee: \$32.95 (PEPM) or \$395.40 (per annum). Payroll deduction is an option for Maintenance Fee payment and the price is \$29.95.

7. Payments: GZI service fees can be funded by the employer or the employee. The funding choice will be determined by the employer when this contract is executed and will apply to all its on-boarded employees.

- a) **Employee Funded:** When the employee is funding GZI service fees, monies will be collected depending on the fee type.
 - i) Processing fees: The one-time processing fee will be will be paid by either employee credit card or bank draft.
 - (1) Payment terms: Processing fees are due when the employee signs the GZI Client Service Agreement.
 - ii) Maintenance fees: Recurring maintenance fees will be made by payroll deduction, credit card or bank draft.
 - (1) Payment terms: Maintenance fees are due thirty (30) calendar days after the employee signs the GZI Client Service Agreement.

- b) **Employer Funded:** When the employer is funding the GZI service on behalf of the employee, the invoice amount is the product of the employee census (group size) and the contract pricing (see Section 6).
- i) **Processing fees:** The processing fee will be will be paid by either check or bank draft.
 - (1) **Invoicing:** The GZI invoice for processing fees will be issued to ____ two (2) business days after execution of this service contract.
 - (2) **Payment terms:** ____ will issue the processing fee payment within ten (10) calendar days of receiving the GZI invoice.
 - ii) **Maintenance fees:** Recurring maintenance fees will be made by either check or bank draft.
 - (1) **Invoicing:** The GZI invoice for maintenance fees will be issued to ____ thirty (30) calendar days after execution of this service contract.
 - (2) **Payment terms:** ____ will issue payment to within ten (10) business days of receiving the GZI invoice.
 - iii) **Reconciliation:** If the number of Employees eligible for a federal repayment program is less than the census amount, GZI invoicing will be amended accordingly. If the employer has already issued payment, for either processing fees or maintenance fees, a credit memo or refund will be issued to ____.
- 8. Change of Employee Status:** The parties agree that in the event an Employee(s) separates (voluntary or involuntary) from ____, GZI has the authorization to contact the employee(s) with the option to maintain GZI services and ensure student loan debt reduction benefits are maintained. In such cases, the employee case file will be managed by a GZI operating company which manages B2C engagements.
- 9. Force Majeure.** Neither Party shall be liable by reason of any failure or delay in the performance of its obligations on account of war, labor conditions, shortages, riots, telecommunications failures, delays in delivery of service of sub-contractors or sub-suppliers, or any other cause beyond the control of the party.
- 10. Representations, Warranties and Covenants.** The parties agree as follows: GZI shall not publish any content regarding ____ that: (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any local, state or federal law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene or libelous; (iv) impersonates any person or entity.
- 11. Data Confidentiality and Dissemination.** The parties to this Contract agree the data and any non-public information and material provided by either party in connection with the performance of this Contract shall not be disclosed to third parties. GZI agrees to not sell,

share, or otherwise make available any ____ Employee information at any time. The parties agree that they shall comply with all local, federal and state laws and regulations governing the confidentiality of information exchanged and the safeguarding of client and/or Customer information. The parties agree to adhere to the other party's data usage restrictions, privacy policies and other terms related to the use of such data, applicable laws, rules, regulations, providing that the other party is made aware of any such restrictions. Neither party will, without the other party's prior written consent issue any press release or other public statement or disclosure relating to the relationship of the parties or this contract.

GZI meets, or exceeds, industry standards for security and compliance. Our proprietary platform safeguards our client's personal information. Whether you are an individual client or a corporation, GZI maintains a dynamically configured set of security and disclosure provisions and complies with relevant financial services standards (e.g., SSAE 16 Type II SOC 1). GZI.com meets federal and state standards for protection of personal information (e.g. CalOPPA and PCI DSS) and ensures all customer data is secure. GZI.com back-end systems utilize Advanced Encryption Standard (AES) 256 and its data centers are SAS70 Type II compliant.

12. Representations: This Contract will not be construed to create a partnership, joint venture, or employment relationship.

13. Mutual Indemnification. The parties agree to indemnify, defend and forever hold each other (and its parents, affiliates, subsidiaries or entities under common ownership or control) and all of its respective present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents, and their successors, heirs, and assigns (each, in such capacity, an "Indemnified Party" and, collectively, the "Indemnified Parties"), harmless from and against any and all third-party losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, outside attorneys' fees, disbursements and administrative or court costs).

14. Governing Laws. This Contract and performance hereunder shall be governed by the laws of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California rights and duties of the parties. ____ and GZI hereby agree, on behalf of themselves and any persons claiming by or through them, that the sole location and venue for any litigation which may arise hereunder shall be an appropriate federal or state court located in the state of California.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Company:

Name:

Title:

Signature:

Date:

GotZoom, Inc.

Name:

Russell Chick

Title:

Vice President

Signature:

Date:

EXHIBIT A

B2C		B2B (GotZoom Standard)				B2B (Reference Account)			
Processing	Maintenance	Processing		Maintenance		Processing		Maintenance	
Fee	Fee (PEPM)	Fee	Discount	Fee (PEPM)	Discount	Fee	Discount	Fee (PEPM)	Discount
\$795	\$39.95	\$596	25%	\$34.95	13%	\$395	50%	\$29.95	25%

As indicated in Section 6 (Contract Pricing) payments made by the employee via credit card or bank draft are as follows: Processing Fee: \$407. Maintenance Fee: \$32.95 (PEPM) or \$395.40 (per annum). Payroll deduction is an option for Maintenance Fee payments and the contract price is \$29.95.