AMENDMENT 2
TO SERVICE AGREEMENT BETWEEN ALAMO COMMUNITY COLLEGE DISTRICT AND HEARTLAND PAYMENT SYSTEMS, INC.

This Second Amendment ("Amendment") to the Services Agreement (the "Agreement") is made as of 1st day of approval of the parties hereto (the "Effective Date"), by and between Heartland Payment Systems, Inc., a Delaware corporation, with an office at 100 Global View Drive, Warrendale, PA 15086 ("Heartland"), and Alamo Community College District, a political subdivision of the State of Texas, hereinafter called "Alamo Colleges". Contractor and Alamo Colleges are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party".

RECITALS

WHEREAS, Alamo Colleges and Heartland are parties to a certain Contract for Campus Card Services (the Agreement) for Alamo Colleges, effective the 22nd day of November, 2011; and

WHEREAS, the Parties desire to amend the Agreement,

NOW, THEREFORE, intending to be legally bound, Heartland and Alamo Colleges, effective on the signature date of this Amendment, agree to the following:

ARTICLE I
PURPOSE AND EFFECTIVE DATE

The purpose of this Amendment is to ensure compliance with the new Title IV Higher Education Act (Pursuant to Federal Regulation 34 CFR, Part 668.25); and

To change the Statement of Work to operate and manage the Alamo Colleges funds disbursement program through the proposed RefundSelect; and

To extend the Term of the Agreement, effective on the signature date of this Amendment; and

To add an implementation schedule to ensure completion date meets the Department of Education deadline of July 1, 2016.

ARTICLE II
AMENDMENT

2.1 The attached "Addendum A" is hereby added to the Agreement...
Addendum A supersedes any conflicting provisions of the Agreement and addresses:
  1. NEW Federal Regulation 34 CFR, Part 668.25
  2. RefundSelect

2.2 Attachment B of the Agreement: Statement of Work is amended as follows:
  1.3.c RefundSelect to replace Acceleraid for disbursements
  1.6 Choice of Payment Method (Direct Deposit to bank account, Direct Deposit to student checking account, or Paper Check) to replace Discover PIN based debit card.
  1.10 All references to Acceleraid and Discover PIN based, pre-paid debit card to reflect the
RefundSelect choice of payment method process. Per Federal Regulations, student will not be assessed any fees.

1.13 Reports and Reporting Capabilities (add):
d) Provide customer real time report access via log-in for:
i) Number of checks issued/returned
ii) Customer calls/inquiries
iii) Title IV returns

Attachment C of the Agreement: Funds Disbursement Agreement
1. EXHIBIT A: DATA REQUIREMENTS replaces Exhibit A: REQUIRED CARD HOLDER INFORMATION.
2. EXHIBIT B: REFUND SELECT FEES replaces Exhibit B: HCS SERVICES/FEES SCHEDULE AGREEMENT.

2.3 Agreement: Section 12. Term and Termination is amended as follows:
This Amendment extends the term of the Agreement from August 31, 2016 for an additional one-year renewal term.

2.4 Implementation of Addendum A:
(a) On or before April 25th, 2016, notification will be sent to students informing them that:
   (i) The ALAMOCash Card will be phased out.
   (ii) ALAMOCash Cards will be suspended effective June 15th.
   (iii) Options for future refunds (through the new process) are available.
(b) Approximately May 15, 2016 (date to be determined in coordination with Alamo Colleges): Cease loads to ALAMOCash Cards.
(c) After the execution of this Second Amendment, the Parties will meet to discuss the implementation of RefundSelect, and will, thereafter, agree in writing to a date by which the services will be implemented. In some instances, Client may require customization to implement RefundSelect. If customization is required, the parties will execute a Professional Services Agreement outlining the details of the customization and the expense associated with the customization.
(d) Before July 15, 2016:
   (i) Checks for Residual funds will be mailed to the address of record.
   (ii) Checks returned undeliverable will be kept in bank vault for Escheatment per applicable law. (e) All work be completed before June 30, 2016 and the product will be fully implemented by July 1, 2016.

ARTICLE III
TERMS AND CONDITIONS

3.1 All other terms and conditions of the Agreement remain in full force and effect.
IN WITNESS WHEREOF, Alamo Colleges and Heartland Payment Systems, Inc. have caused this amendment to be executed by their authorized officers as of the date first written above.

HEARTLAND PAYMENT SYSTEMS, INC.

By: [Signature]

Name: Daniel Frazier
Title: VP - Operations
Date: 4-26-16

ALAMO COMMUNITY COLLEGE DISTRICT

Name: Gary O'Bar, C.P.M.
Title: Director
Purchasing and Contract Admin.

Date: [Signature]
I. New Attachment E to Agreement:

Pursuant to Federal Regulation 34 CFR, Part 668.25, HEARTLAND agrees to:

(A) Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes Title IV of the Higher Education Act;

(B) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is a reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with University administration of any Title IV, Higher Education Act program or applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with his application. Examples of other types of information that must be referred are: (a) false claims by the University for Title IV, Higher Education Act program assistance; (b) false claims of independent student status; (c) false claims of citizenship; (d) use of false identity; (e) forgery of signatures or certification; and (f) false statements of income;

(C) Be jointly and severally liable with Customer to the Secretary of the Department of Education for any violation by HEARTLAND of any statutory provision of or applicable Title IV of the Higher Education Act, any regulatory provision prescribed under the statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to the Title IV of the Higher Education Act; and

(D) If HEARTLAND or Customer terminates the contract, or if HEARTLAND stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to Customer all records in HEARTLAND’s possession pertaining to Customer’s participation in the program or programs for which services are no longer provided; and funds, including Title IV, Higher Education Act program funds, received from or on behalf of Customer or Customer’s students, for the purpose of the program or programs for which services are no longer provided.

Pursuant to Federal Regulation 34 CFR, Part 668.25, if Customer participates in a Title IV Higher Education Act program, Customer agrees to notify the Secretary of the Department of Education within 10 days of the date that:

(A) Customer enters into a new contract or significantly modifies an existing contract with HEARTLAND to administer any aspect of that program;

(B) Customer or HEARTLAND terminates all or any portion of the agreement to administer any portion of that program; or

(C) if HEARTLAND stops providing services for the administration of that program, goes out of business, or files a petition under the Bankruptcy Code. Customer’s notification must include the name and address of HEARTLAND.

If Customer contracts with HEARTLAND to administer any aspect of Customer’s participation in a Title IV Higher Education Act program, it shall provide to the Secretary of the Department of Education, upon request, a copy of the agreement for the administration of that program, including any modifications, and provide information pertaining to the contract or to HEARTLAND’s administration of Customer’s participation in any Title IV, HEA program.
II. Amendment to Attachment B of the Agreement:

THIS SERVICE ORDER FORM NUMBER _1 is made as an amendment to Attachment B to the Agreement.

1. Alamo Colleges wishes to engage HEARTLAND to operate and manage its funds disbursement program ("RefundSelect").
   RefundSelect may include, but is not limited to, the disbursement of financial aid, college refunds, college work-study payments, payroll, and other types of payments.

   HEARTLAND will operate and manage Alamo Colleges’ funds disbursement program under the following terms:

   1. HEARTLAND and Alamo Colleges agree to offer Alamo Colleges’ students one or more of the following choices of payment method as checked:

      □ Direct deposit via ACH to a bank account
      □ Direct deposit via ACH to a student checking account ("Checking Account") offered by
        HEARTLAND’s bank partner ("Bank Partner")
      □ Paper Check via first class US Mail

      a. Demographic and personal information required for each user account will be provided to
         HEARTLAND by Alamo Colleges. The required information to be provided to
         HEARTLAND is listed in EXHIBIT A: Data Requirements ("Required Data"). The
         Required Data will be refreshed to keep Alamo Colleges’ and HEARTLAND’s records
         synchronized.

      b. Alamo Colleges agrees to include a statement in its disclosure(s) to students that it will
         share student data with HEARTLAND for the purpose of facilitating disbursements.

      c. If the Checking Account option is selected, Alamo Colleges agrees that HEARTLAND
         may share Required Data with its Bank Partner and its affiliates, for the purpose of
         marketing the Checking Account to students. At the time which a student is provided a
         choice of disbursement methods, HEARTLAND will disclose the terms and fees of the
         Checking Account option. Students who choose the Checking Account option will be
         required to consent to HEARTLAND sharing their Required Data with Bank Partner, prior
         to being directed to Bank Partner’s website to apply for a Checking Account. Students
         who Bank Partner approves for a Checking Account will be notified of approval within 48
         hours and will receive a check card (a debit card) from Bank Partner in the mail. Future
         disbursement will be deposited to the Checking Account and can be accessed with the
         check card.

      d. Any escalated student issues will be resolved within two HEARTLAND business days.

2. HEARTLAND will provide a written implementation guide to assist Alamo Colleges in
   preparing to change from paper checks, or its current disbursement system, to
   HEARTLAND’s electronic disbursement.

3. If Alamo Colleges elects to offer its students the Checking Account choice, and
   HEARTLAND, its Bank Partner, and Alamo Colleges agree to place one or more automated
teller machines (ATM) on one or more campuses, the terms and conditions for such placement
and operation are as follows:
A. Whenever Alamo Colleges shall certify to HEARTLAND that Alamo Colleges shall facilitate disbursements for more than 2,500 students that principally receive instruction at a particular campus of Alamo Colleges, and provided that Alamo Colleges grants the placement right with respect to such Campus, HEARTLAND’s Bank Partner shall arrange to place or have placed such an automated teller machine at such campus. As between Alamo Colleges and HEARTLAND’s Bank Partner, the Bank Partner shall operate and manage the automated teller machine at Bank Partner’s sole discretion.

B. HEARTLAND’s Bank Partners will pay for delivery, installation, processing fees and maintenance. HEARTLAND’s Bank Partner shall provide the necessary funds for the ATM cash machine to facilitate the Alamo Colleges transactions. The Alamo Colleges will provide, at no cost to HEARTLAND or its Bank Partner, dedicated IP connectivity without connection to any other devices, a dedicated telephone line, and a dedicated 110-volt electrical outlet(s) within three feet of the proposed ATM site. Additionally, the Alamo Colleges shall provide HEARTLAND’s Bank Partner with adequate security for the ATM. The Alamo Colleges will also pay the monthly maintenance on the telephone line(s) if required.

C. Alamo Colleges agrees that the placement of the ATM within the campus is critical to the success of the program and will work with HEARTLAND and its Bank Partner to guarantee advantageous placement of the ATM inside a visible secure heavy traffic location accessible by large numbers of students on a daily basis. Alamo Colleges shall have exclusive rights going forward to place any and all additional ATMs on the Alamo Colleges’ premises. HEARTLAND’s Bank Partner may provide miscellaneous advertising, including but not limited to, Digital Signage Advertising or similar communications through the ATM.

D. Alamo Colleges shall provide HEARTLAND with Alamo Colleges’ schedule of disbursements planned for the upcoming school term. Schedule will show estimated date, total dollar amount, and item count for each day where the planned disbursement totals more than $50,000. Alamo Colleges shall provide the schedule to HEARTLAND no less than forty-five (45) days in advance of such disbursement. HEARTLAND shall provide the schedule to its Bank Partner who manages the ATM cash supply in accordance to Alamo Colleges’ schedule.

E. Alamo Colleges shall not receive any payment for the ATM being located on campus, nor shall Alamo Colleges receive any transactional revenues. The primary purpose of the machine is to assist Alamo Colleges in the disbursement of financial aid and other disbursements in compliance with Title IV Rules.
III. Amendment to Attachment C of the Agreement:

EXHIBIT A: DATA REQUIREMENTS.

HEARTLAND requires the following data to provide the funds disbursement services as described above.

<table>
<thead>
<tr>
<th>TAG</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>FirstName,</td>
<td>First Name</td>
</tr>
<tr>
<td>LastName,</td>
<td>Last Name</td>
</tr>
<tr>
<td>AddressLine1,</td>
<td>Current Mailing Address including Apt or Unit.</td>
</tr>
<tr>
<td>City,</td>
<td>Mailing City</td>
</tr>
<tr>
<td>State,</td>
<td>Mailing State</td>
</tr>
<tr>
<td>Zip,</td>
<td>Mailing ZIP code (5 digits)</td>
</tr>
<tr>
<td>Country,</td>
<td>Mailing Country</td>
</tr>
<tr>
<td>Phone,</td>
<td>Phone Number (10 digits)</td>
</tr>
<tr>
<td>DateOfBirth,</td>
<td>Date of Birth</td>
</tr>
<tr>
<td>EmailAddress,</td>
<td>Email Address (required for giving notice to students)</td>
</tr>
<tr>
<td>IDNumber,</td>
<td>Unique School ID Number for Student</td>
</tr>
<tr>
<td>Issued,</td>
<td>System generated issue date</td>
</tr>
<tr>
<td>EnrollmentStatus,</td>
<td>Indicator of student’s current enrollment status</td>
</tr>
</tbody>
</table>

2. EXHIBIT B: REFUNDESELECT FEES.

Client shall pay HEARTLAND per the fee schedule below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refund Disbursement Service</td>
<td>0.75</td>
<td>Direct Deposit</td>
</tr>
<tr>
<td>Disbursement Service Paper</td>
<td>2.40</td>
<td>Paper Check</td>
</tr>
<tr>
<td>Check Void Request Direct</td>
<td>10.00</td>
<td>Check Void Request</td>
</tr>
<tr>
<td>Deposit Reversal Request</td>
<td>7.00</td>
<td>Deposit Reversal Request</td>
</tr>
<tr>
<td>Monthly Minimum Fee</td>
<td>500.</td>
<td>When the above Per Item fees total less than $500</td>
</tr>
<tr>
<td>Implementation Setup Fee</td>
<td>1,500</td>
<td>Due upon contract signing.</td>
</tr>
</tbody>
</table>