



**COOPERATIVE CONTRACT BRIDGE AGREEMENT ("AGREEMENT" OR "CONTRACT")
BETWEEN THE UNIVERSITY of MARY WASHINGTON AND ILLUMIA, LLC (FORMERLY TRANSACT CAMPUS INC.)
UMW Contract #: COOP 27-2165**

Campus ID Credential Transaction and Digital Payment Solutions

In accordance with the terms and conditions of this Agreement, which includes Contractor's Order Form number QUO-78156-S0B9-12362 attached hereto as Exhibit C, the pricing established in OMNIA Contract #158060 dated September 18, 2024 ("Omnia Contract #158060") for Campus ID Credential Transaction and Digital Payment Solutions, including all exhibits attached to this Agreement, the University of Mary Washington (referred to as "University", "Agency", "UMW" or "Customer"), an Agency of the Commonwealth of Virginia (referred to as "Commonwealth"), hereby enters into Agreement with Illumia, LLC, formerly Transact Campus, Inc., (referred to as either "Contractor", "Supplier", "Vendor" or "Illumia") as of August 25, 2026 for the following scope of services:

CONTRACT DOCUMENTS: The "Contract Documents" shall consist of in order of precedence:

1. This signed Cooperative Contract Bridge Agreement;
2. The University's Hosted Technology Services Addendum ("HTSA") attached hereto and incorporated as Exhibit A;
3. The University's Contract Form Addendum to Contractor's Form ("CFA") attached hereto and incorporated as Exhibit B;
4. The pricing established in the OMNIA Contract #158060 effectively dated September 18, 2024;
5. Illumia's Order Form, number QUO-78156-S0B9-12362 ("Order Form") and attached hereto and incorporated as Exhibit C.

All of which are incorporated herein by reference and constitute the "Contract Documents." Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Paragraph G of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

TERM:

- **Pricing established in the OMNIA Contract #158060 Term:** September 18, 2024 through September 17, 2027 with two (2), one-year renewal options remaining.
- **UMW Contract Term:** August 1, 2026 through July 31, 2027 with four (4), one-year renewal options.

SCOPE OF SERVICES: The Contractor shall provide the University with Illumia's products and services as listed in Contractor's Order Form attached hereto as Exhibit C, and such products and services serve as an integrated cloud platform that powers digital ID, commerce, access control, and payment systems.

PRICING: Please see Illumia's Order Form, number QUO-78156-S0B9-12362 attached hereto as Exhibit C.

CONTRACT ADMINISTRATION: The Business Services Admin Support Manager Assistant, or designee, shall be an employee of the University and shall be identified by the University as the Contract Administrator and shall use all powers under this Contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department and the terms of this Agreement.

TERMS AND CONDITIONS: In addition to the pricing established in the Omnia Contract #158060 and the terms and conditions in the attached Order Form in Exhibit C, the following terms shall apply. If there is conflict between the Order Form terms and these terms, these following terms shall supersede.

A. GENERAL TERMS AND CONDITIONS:

1. **ANTI-DISCRIMINATION:** By submitting their bids or proposals, bidders or offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 10 of the Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 (available for review at <http://adminfinance.umw.edu/procurement/>). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§6 of the Rules Governing Procurement).

In every contract over \$10,000, provisions 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - d. If the Contractor employs more than five employees, the Contractor shall:
 - i. provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and
 - ii. post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
 2. The Contractor will include the provisions of 1. above in every subcontract negotiated specifically for this Agreement, so that the provisions will be binding upon each subcontractor or vendor.
2. **APPLICABLE LAWS AND COURTS:** This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The parties shall comply with all applicable federal, state and local laws, rules and regulations.

3. **ASSIGNMENT OF CONTRACT**: This Contract shall not be assignable by the either party in whole or in part without the written consent of the non-assigning party. Notwithstanding the foregoing, Contractor may assign the Contract in connection with a merger, acquisition, reorganization, or sale of all or substantially all its assets or other operation of law, without consent from the University or the Commonwealth of Virginia.
4. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents directly related to this Contract for at least five (5) years after termination, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors who are under an obligation of confidentiality, shall have full access to, and the right to examine any of said materials during said period.
5. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
6. **DEBARMENT STATUS**: Contractor is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this Agreement, nor is it an agent of any person or entity that is currently so debarred.
7. **ETHICS IN PUBLIC CONTRACTING**: Contractor's proposal was made without collusion or fraud and that it did not offer or receive any kickbacks or inducements from any other bidder or offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
8. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. Effective July 1, 2014, the Vendor Transaction Fees are:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

9. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the

performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

10. **NONDISCRIMINATION OF CONTRACTORS:** Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
11. **PRECEDENCE OF TERMS:** In the event of a conflict, these Mandatory General Terms and Conditions shall apply in all instances. In the event there is a conflict between any other terms and conditions, these Special Terms and Conditions listed herein shall govern.
12. **PRICE CURRENCY:** Unless stated otherwise in an applicable amendment or order form, all prices are in US dollars.

B. SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL (FUTURE) GOODS & SERVICES:** The University reserves the right to request from the Contractor to provide additional Goods and/or Services under similar terms and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include new terms and fees, as well as other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement.
2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
3. **E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the *Code of Virginia, §2.2-4308.2.*, any employer with more than an average of fifty (50) employees for the previous twelve (12) months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
4. **FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

METHOD OF PAYMENT: All Contractors must be [registered with the University](#) to receive payment via University-issued check or ACH. The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
 - a. Any "Check-out fees" imposed by the Contractor must be disclosed prior to the purchase.
 - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all Contractor business expenses will be built into the Contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: Payment will be made per the terms of this Agreement and upon receipt of a properly completed invoice; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.
NOTE: ACH must be set up in advance prior to submittal of any invoices.
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, all physical invoices must be received at the address below and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to invoices@mail.umw.edu. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON
ATTN: ACCOUNTS PAYABLE
1301 COLLEGE AVENUE
FREDERICKSBURG, VA 22401

Signature Page Follows

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

ILLUMIA, LLC

UNIVERSITY OF MARY WASHINGTON

Signed by: 
F0EF7554D8224A0...
Signature: _____
Printed Name: Stephens Chambers
Title: Director, Client Contracts
Date: 8/25/2026
FEI/FIN#: 33-2292505
Phone: _____
Email: stephen.chambers@transactcampus.com

Signature: _____
Printed Name: Melva A. H. Kishpaugh
Title: Director, Procurement Services
Date: August 26, 2026



EXHIBIT A

Hosted Technology Services Addendum

SUPPLIER NAME: ILLUMIA, LLC (FORMERLY TRANSACT CAMPUS, INC.)

SUPPLIER PRODUCT/SOLUTION: ILLUMIA

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the Agreement between the University and the Vendor.

Definitions:

- **Agreement:** The “Agreement” includes the Contract to which this Addendum is attached, this Addendum and any additional addenda and attachments to the Contract, including the Contractor’s Form.
- **University:** “University” or “the University” means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
- **University Data:** “University Data” is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- **Personally Identifiable Information:** “Personally Identifiable Information” (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
- **Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- **Service(s):** “Service” or “Services” means any goods or services acquired by the University from the Vendor.

1. **Rights and License in and to University Data:** The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall use commercially reasonable efforts to comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. Data Privacy:

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 or stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The University, as the public body responsible for its records under the Virginia Public Records Act, retains responsibility for ensuring that University Data is preserved, maintained, and accessible throughout its lifecycle, including converting and migrating electronic data as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration; Contractor will provide reasonable cooperation to support the University in meeting that obligation."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available as established in the Agreement.
- c. Contractor will maintain an uptime of 99.9% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

6. Employee Qualifications:

- a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement including but not limited to all terms relating to data and intellectual property protection.

7. Security Breach:

- a. Response. Without undue delay (within seventy-two hours) upon verifying a Security Breach, Contractor will notify the University. Contractor will fully investigate the incident, and reasonably cooperate with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, and subject to the limitations of liability set forth in the Agreement, when applicable to the type services being provided, Contractor will pay for or reimburse the University for reasonable and documented costs incurred by the University in investigation and remediation of such Security Breach, to the extent directly arising from such Security Breach and required by law, which may include providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. notify the University, without undue delay, of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. reasonably cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws by Contractor or its subcontractors relating to security and/or privacy of the data that arises out of this Agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs upon reasonable request and with reasonable advance notice, at no extra cost, provided that Contractor shall not be required to disclose any portion of a log or record that would reveal another customer's confidential information.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. During the term of this Agreement, Contractor will work with the University to complete reasonable requests to export University Data, and the University may use Contractor's standard export tools to export University Data at any time during the term. Following termination or expiration of this Agreement, any request by the University to return or export University Data will be at Contractor's discretion and may be subject to a separate statement of work and additional fees.
- c. In the event that the University requests destruction of its data, Contractor agrees to Securely

Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University upon request and to complete any legally required Commonwealth of Virginia documentation regarding the destruction of University Data.

- d. Where not prohibited by law, Contractor will notify the University of impending cessation of its business and any contingency plans. Contractor shall implement its exit plan and take all commercially reasonable actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right to perform audits of Contractor to ensure compliance with the terms of this Agreement, provided that such audits are limited to security questionnaires, documentation review, and independent third-party audit reports (including SOC 2 Type II), and do not include on-site inspection of Contractor's facilities, systems, or operations, upon reasonable notice and no more than once per year. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls.
 - ii. vulnerability scan, performed by a qualified independent third party, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
 - iii. formal penetration test, performed by a process and qualified personnel, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- c. Additionally, Contractor will provide the University upon request a copy of its current SOC 2 Type II report and an executive summary of the results of the vulnerability scan and penetration test described above, in each case subject to confidentiality obligations at least as protective as those set forth in this Agreement, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. Compliance:

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all reasonable applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

- 12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that

conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

This Addendum and any other related and attached documents constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties.

This Agency does not discriminate against faith-based organizations.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

ILLUMIA, LLC

SIGNED BY:  Signed by:
F0EF7554D8224A0...

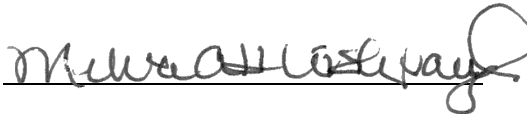
SIGNATURE: _____

PRINTED NAME: Stephen Chambers

TITLE: Director, Client Contracts

DATE: 8/25/2026

UNIVERSITY OF MARY WASHINGTON

SIGNATURE:  _____

PRINTED NAME: Melva A. H. Kishpaugh

TITLE: Director, Procurement Services

DATE: August 26, 2026

EXHIBIT B**COMMONWEALTH OF VIRGINIA AGENCY
CONTRACT FORM ADDENDUM TO CONTRACTOR'S FORM**AGENCY NAME: UNIVERSITY OF MARY WASHINGTONCONTRACTOR NAME: ILLUMIA, LLC (FORMERLY TRANSACT CAMPUS, INC.)TITLE OF CONTRACTOR'S FORM: ILLUMIA ORDER FORM NUMBER: QUO-78156-S0B9-12362

The University of Mary Washington ("UMW"), an Agency of the Commonwealth of Virginia (the "Commonwealth"), and the Contractor are this day entering into a contract and, for their mutual convenience, the parties are using the standard form agreement provided by the Contractor in the Order Form. This Contract Form Addendum to Contractor's Order Form (the "Addendum"), is duly executed by the parties, and is attached to and hereby made a part of the Contract.

The Contractor represents and warrants that it is a(n) (check the appropriate box): ☐ individual proprietorship
☐ association ☐ partnership ☒ corporation ☐ governmental agency or authority authorized to do in Virginia the business provided for in this Addendum.

Notwithstanding anything in the Contractor's Order Form attached to the Contract, the payments shall be made by UMW for all goods, services and other deliverables under the Contract, at the agreed upon fees listed in the Agreement; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to Accounts Payable. The total cumulative liability of each party hereto, its respective officers, employees and agents in connection with the Contract or in connection with any goods, services, actions or omissions relating to the Contract, shall not under any circumstance exceed payment of the above maximum purchase price listed in the applicable Order Form. In the performance of obligations under this Contract, the parties agree that they are independent agents, and shall not be considered as an agent or employee of the other party.

Section 1: Addendum Provisions

The Contractor's Order Form contract, attached hereto as Exhibit C, is, with the exceptions noted herein, acceptable to UMW and the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's Order Form cannot be accepted by UMW or the Commonwealth, and in consideration of the convenience of using that Order Form, and this Addendum, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's Order Form, none of the following shall have any effect or be enforceable against UMW or the Commonwealth:

1. Requiring UMW to maintain any type of insurance; either for UMW's benefit or for the Contractor's benefit;
2. Requiring UMW not to disclose records as is required under the Freedom of Information Act in Virginia and/or requiring written permission from the Contractor prior to disclosure of said record;
3. Renewing or extending the Agreement beyond the initial term or automatically continuing the Contract period from term to term;

4. Requiring or stating that the terms of the attached Contractor's Order Form shall prevail over the terms of this Addendum in the event of conflict;
5. Requiring UMW to indemnify or to hold harmless the other party for any act or omission;
6. Imposing interest charges contrary to that specified by the Code of Virginia, §2.2-4347 through §2.2-4354, Prompt Payment;
7. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in the courts of any state other than Virginia;
8. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the Contract is terminated before its ordinary period;
9. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of UMW before the Contract is considered in effect;
10. Delaying the acceptance of this Addendum or its effective date beyond the date of execution;
11. Limiting or adding to the time period within which claims can be made or actions can be brought;
12. Limiting the liability of the Contractor for tangible property damage or personal injury;
13. Permitting unilateral modification of this Contract by either party;
14. Binding UMW to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
15. Obliging UMW to pay costs of collection or attorney's fees;
16. Granting the Contractor a security interest in property of UMW;
17. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of UMW.
18. Requiring UMW to agree to or be subject to any form or equitable relief not authorized by the Constitution or laws of Virginia.

The Contractor shall observe the following:

1. Immigration: Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. Nonvisual Access To Technology: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall use commercially reasonable efforts to comply with Section 508 of the

Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

- 3. The following terms are hereby incorporated by reference: a) the provisions required by Va. Code §2.2-4311.2 obligating Contractor to comply if Contractor is required by law to be authorized to transact business in the Commonwealth; and b) if the agreed upon compensation for this Agreement exceeds \$10,000, the provisions required by Va. Code 2.2-4311 prohibiting Contractor from discriminating in employment and Va. Code §2.2-4312 obligating Contractor to provide a drug- free workplace.

The Agency does not discriminate against faith-based organizations.

This Addendum, which is attached to the Agreement, and includes the Hosted Technology Services Addendum and Contractor's Order Form shall constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties hereto.

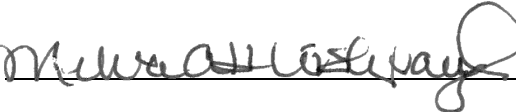
This Contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

CONTRACTOR: ILLUMIA, LLC

AGENCY: UNIVERSITY OF MARY WASHINGTON

SIGNED BY: 
SIGNATURE: F0EF7554D8224A0...

SIGNED BY: 
SIGNATURE: Melva A. H. Kishpaugh

PRINTED NAME: Stephen Chambers

PRINTED NAME: Melva A. H. Kishpaugh

TITLE: Director, Client Contracts

TITLE: Director, Procurement Services

DATE: 8/25/2026

DATE: August 26, 2026

EXHIBIT C



This Order Form QUO-78156-S0B9 – 12362 ("Order Form") by and between Illumia, LLC ("Illumia") and University of Mary Washington ("Customer") details the terms of Customer's use of the products and services set forth in Exhibit A ("Product and Pricing Summary").

This Order Form, together with the Transact Master Agreement for All Products and Services dated June 2, 2021 and the Product Schedule dated June 6, 2021 by and between Illumia and Customer ("Illumia Master Agreement") each of which are incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by the Illumia to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Illumia Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Term

- a. The Term shall commence upon execution and continue for five (5) years following the Effective Date.
- b. Subsequent Term(s) of this Order Form shall renew for successive periods of one (1) year upon written agreement by both parties, unless Customer provides Illumia or Illumia provides Customer, with a written notice to the contrary 30 days prior to the end of the then current Term, as applicable.
- c. The Effective Date shall be upon final signature of this Order Form unless indicated otherwise in Exhibit A attached hereto.

2. Payment Terms

- a. All initial and subsequent payments shall be due Net 30 Unless otherwise specified; all dollars (\$) are United States currency.
- b. If applicable, a copy of Customer's Sales Tax Direct Pay Certificate or Customer's Sales Tax Exemption Certificate must be returned with this Order Form.
- c. If applicable, shipping and handling fees for equipment and/or hardware purchased will be reflected in Customer's invoice.
- d. The multiple year pricing offered herein is contingent upon Customer's commitment to the Term outlined above.

3. Payment Schedule

- a. Software (1st and 3rd party), 100% invoiced immediately. Licenses (one-time + annual), 100% invoiced immediately.
- b. SaaS / Subscription, 100% invoiced upon provisioning & access.
- c. Services 100% invoiced upon the sooner of the mutually agreed upon start date but in no event later than six (6) months after order date.
- d. Hardware & Licenses (one-time + annual), 100% invoiced upon shipment.

4. Special Provisions

- a. Tariffs: At Illumia we strive to maintain transparent and fair pricing for our customers. Due to potential changes in government-imposed tariffs, duties, or other regulatory charges ("Tariffs"), prices for certain goods may be subject to adjustment. If any new or increased Tariffs apply to your order after it has been placed but before delivery, we will notify you as soon as possible. Any necessary price adjustments will be communicated clearly before we finalize your order. Notwithstanding anything to the contrary in any related agreement, Illumia reserves the right to pass through any third-party charges, taxes, or fees, including but not limited to any manufacturer or supplier price increases or Tariffs.
- b. The multiyear agreement does not contain third party licenses, support, services, or hardware. Fees for third party licenses, support, services, and hardware will continue to appear each year on the annual maintenance agreement.
- c. The following terms listed below are incorporated herein by their reference:
 1. Applicable Support Services Documents at: <https://illumiatech.com/legal/support-services>
 2. Applicable Privacy Documents at: <https://illumiatech.com/legal/privacy-documents>
 3. Applicable Third-Party Pass-Through Terms at: <https://illumiatech.com/legal/third-party-pass-through-terms>
 4. Applicable Supplemental Documents at: <https://illumiatech.com/legal/supporting-documents>
- d. The Omnia Partners pricing established in Transact's contract #158060 is applicable to this Order Form.

Sales Approved:

Approved by the Office of the Attorney General April 2025

Initials:

Accepted for Illumia, LLC:

Signed by:
By: 
F0EF7554D8224A0...
Name: Stephen Chambers

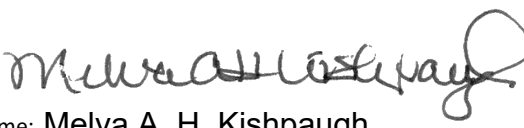
Title: Director, Client Contracts

Date: 8/25/2026

Exhibits:

- A. Product and Pricing Summary
- B. Payment Method

Accepted for University of Mary Washington:

By: 
Name: Melva A. H. Kishpaugh

Title: Director, Procurement Services

Date: August 26, 2026

Order Form Exhibit A: Product and Pricing Summary

Order Summary for Current Renewal or Purchase					
Site	QTY	UOM	Product Code	Product or Service Description	Term Fees (USD)
	1	Annual	SW-B2TIA-TAPINGO	TAPINGO MSP TIA	\$0.00
	1	Annual	SW-B2TIA-NEBR1	NEBRASKA BOOKSTORE TIA	\$0.00
	10	Annual	SEQ-QPS-TRM1-10	POS TERMINAL APPLICATION 1-10	\$10,042.50
	1	Annual	SEQ-QPS-BAND-3	CLOUD POS – ENTERPRISE BAND (FOR 11+ UNITS)	\$6,653.80
	1	Annual	SW-B2TIA-SEQUPOS	SEQUOIA POS TIA	\$0.00
University of Mary Washington	1	1500-1999 Annual	SW-TSECORE_RB	SW-TSECORE	\$27,671.29
University of Mary Washington	1	1500-1999 Annual	SW-EACCT	EACCT WEB DEPOSIT	\$8,500.00
	1	Annual	SW-B2TIA-SEQWR1	SEQUOIA WIRELESS MODULE TIA	\$0.00
	1	Annual	SW-B2TIA-SEQWRIV	SEQUOIA IVALIDATE TIA	\$0.00
	1	Annual	SW-B2TIA-PHAROS1	PHAROS TIA	\$0.00
	4	Annual	SEQ-QPS-TRM11-20	POS TERMINAL APPLICATION 11-20	\$3,337.20
	12	Annual	SEQ-PS-3PT-DEV	3RD PARTY PAYMENT SVC PER DEV	\$1,380.00
	1	Annual	SEQ-QPS-CREDIT-3	CREDIT CARD INTERFACE	\$3,326.90
	1	Vol 3	SEQ-PS-3PT-SYS	3RD PARTY PAYMENT SVC ENTRY ANNUAL FEE	\$2,785.00
	1	0-24999 Annual	PG-ANNFEE	PG ANN FEE	\$2,095.00
	6	Annual	SEQ-W-IVALIDATE	IVALIDATE WIRELESS MODULE	\$3,499.98
	6	Annual	SEQ-SWSUPPORTW	SW MAINTENANCE AND SUPP - WLP	\$2,599.98
	1	Annual	SW-API-JUSTBAKED	CAMPUS CARD/SV INTEGRATION FOR JUST BAKED VENDING MACHINE AUTOMATED RT VIA GLOBAL STORED VALUE API PARTNER APRIVA	\$330.00
Total:					\$72,221.65

Multiyear Contract Pricing								
QTY	UOM	Product		8/1/2026 - 7/31/2027	8/1/2027 - 7/31/2028	8/1/2028 - 7/31/2029	8/1/2029 - 7/31/2030	8/1/2030 - 7/31/2031
1	Annual	SEQ-QPS-BAND-3	CLOUD POS – ENTERPRISE BAND (FOR 11+ UNITS)	\$6,653.80	\$6,853.41	\$7,059.01	\$7,270.78	\$7,488.90
1	Vol 3	SEQ-PS-3PT-	CPOS INTEGRATION TO	\$2,785.00	\$2,785.00	\$2,785.00	\$2,785.00	\$2,785.00

Approved by the Office of the Attorney General April 2025

		SYS	3RD PARTY FP SVC ENTRY ANNUAL FEE					
12	Annual	SEQ-PS-3PT- DEV	CPOS INTEGRATION TO 3RD PARTY FP SVC PER DEVICE	\$1,380.00	\$1,421.40	\$1,464.00	\$1,507.92	\$1,553.16
1	Annual	SEQ-QPS- CREDIT-3	CREDIT CARD INTERFACE	\$3,326.90	\$3,426.71	\$3,529.51	\$3,635.40	\$3,744.46
1	1500- 1999 Annual	SW-EACCT	EACCOUNTS WEB AND APP DEPOSITING	\$8,500.00	\$8,755.00	\$9,017.65	\$9,288.18	\$9,566.83
6	Annual	SEQ- SWSUPPORTW	IVALIDATE SOFTWARE MAINTENANCE AND SUPPORT	\$2,599.98	\$2,677.98	\$2,758.32	\$2,841.06	\$2,926.32
6	Annual	SEQ-W- IVALIDATE	IVALIDATE WIRELESS MODULE FOR IOS	\$3,499.98	\$3,604.98	\$3,713.10	\$3,824.52	\$3,939.24
1	Annual	SW-API- JUSTBAKED	JUST BAKED VENDING MACHINE CAMPUS CARD INTEGRATION	\$330.00	\$275.00	\$275.00	\$275.00	\$275.00
1	Annual	SW-B2TIA- NEBR1	NEBRASKA BOOKSTORE TIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	0- 24999 Annual	PG-ANNFEE	PAYMENT GATEWAY ANNUAL FEE	\$2,095.00	\$2,095.00	\$2,095.00	\$2,095.00	\$2,095.00
10	Annual	SEQ-QPS- TRM1-10	POS TERMINAL APPLICATION PER UNIT (FOR UNITS 1-10)	\$10,042.50	\$10,343.80	\$10,654.10	\$10,973.70	\$11,302.90
4	Annual	SEQ-QPS- TRM11-20	POS TERMINAL APPLICATION PER UNIT (FOR UNITS 11-20)	\$3,337.20	\$3,437.32	\$3,540.44	\$3,646.64	\$3,756.04
1	Annual	SW-B2TIA- SEQWRIV	SEQUOIA IVALIDATE TIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	SW-B2TIA- SEQWR1	SEQUOIA WIRELESS MODULE TIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	SW-B2TIA- SEQUPOS	TRANSACTION INTEGRATION - CLOUD POS TIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	SW-B2TIA- PHAROS1	TRANSACTION INTEGRATION - PHAROS TIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	Annual	SW-B2TIA- TAPINGO	TRANSACTION INTEGRATION - TAPINGO TIA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1500- 1999 Annual	SW- TSCORE_RB	TRANSACTION SYSTEM ENTERPRISE SOFTWARE (TSCORE)	\$27,671.29	\$28,501.43	\$29,356.47	\$30,237.16	\$31,144.27
			Annual Total: (contracted products only)	\$72,221.65	\$74,177.03	\$76,247.60	\$78,380.36	\$80,577.12

Illumia's pricing offered herein is subject to increase if this Order Form is not fully executed by July 30, 2026.

Order Form Exhibit B: Customer Payment Method

Choose the box that applies (*one box must be checked*):

☐

Credit Card: Visa and Mastercard accepted.

Please do not include credit card information on this form. Credit card payments are managed through our online portal at:

Contact a member of your Sales Team to obtain the link to the online portal.

Reference the following Customer ID and Account Name when making online payment.

CUSTOMER ID: 100068

ACCOUNT NAME: University of Mary Washington

A 3% service fee will be charged for domestic credit cards and 4.25% for international credit cards. Fee displayed at the time of payment as a separate line item.

☐

Purchase Order (if selected – one box must be checked below)

☐

Purchase Order is being submitted with the signed Order Form

☐

A Purchase Order will NOT be submitted with the signed quote, but the following Purchase Order number should be referenced on the invoice:

Purchase Order Number: _____

☐

Please invoice per the terms on this signed Order Form. No Purchase Order is required.