



This “**Agreement**” is between Savi Solutions PBC, a public benefits corporation (referred to herein as “**Savi**”) and the entity identified below as the Referrer. Referrer is interested in referring its county residents, employees and their immediate family members (“**Users**”) to the Savi Platform (as defined below). Savi will provide you the following benefits under the following terms to facilitate you making the Savi Platform available to your Users (as defined below), and the additional terms and conditions attached to this Agreement as an exhibit are incorporated into and made a part of this Agreement by reference.

SAVI DETAILS	
“Savi Platform” Description	The Savi Platform offered by Savi is a unique tool to help student loan borrowers better understand their debt, optimize their repayment options, and enroll in the best plan for their financial needs. Referrer may offer the Savi Platform as a powerful student loan benefit, including our optimization tools, full enrollment and monitoring features, and ongoing access to student loan experts and support. The Savi Platform can complement other student loan benefits, and can easily integrate into a broader financial wellness program. When using the Savi Platform a User may choose between a DIY account (i.e., a free account) or one of a variety of premium services (i.e., an account with a fee that provides services not available from a DIY account. The “DIY” account will provide access to the Savi Platform’s optimization tools, student loan education content, and a student loan refinance marketplace that is made available without charge to all users of the Savi Platform. Authorized “Users” under this Agreement are any of Referrer’s county residents, employees and immediate family members of those employees, in each case who have taken all the steps required to open an account on the Savi Platform using the co-branded domain.
“Referrer” Name	Genesee County Michigan
“Start Date”	7/1/2025
“End Date”	7/1/2026
Term	1 Year. The parties agree that the Agreement shall auto-renew at the end of the then-current term, and annually thereafter on the anniversary such date, in each case for a one-year period, unless Referrer notifies Savi at least 30 days in advance of such renewal that it desires the Agreement to expire at the end of the then-current term, or Savi otherwise terminates the agreement.
Implementation – Co-branded Microsite	Co-Branded Domain: SAVI shall create a Referrer microsite at the domain “ geneseecountymi.bysavi.com ” and provide to Referrer SAVI’s standard promotional materials that will be co-branded by SAVI and may be used by Referrer in its reasonable discretion to distribute to potential Users.
Implementation – General & Marketing	In order to support successful distribution of the Savi micro-site and materials, Savi will also provide: ● On-going account management services to continue to support the account, troubleshoot any problems, and assist in implementation. ● Employer Dashboard Access



	● Pre-filled and tracked Employer Certification Forms On behalf of the Client, Savi will be responsible for tracking and answering all Public Service Loan Forgiveness (PSLF) and related applications requests or questions, and Client will refer all such requests to Savi. The parties shall cooperate to develop and implement a marketing and communications strategy for potential Users using materials prepared by SAVI and approved by Referrer to promote the Savi Platform to potential Users in the month or two following the availability of the microsite(s). SAVI may refer your potential Users to the Referrer microsite using a targeted online campaign, such as through the LinkedIn platform. After such implementation, such materials may be used by Referrer to promote the benefits of the Savi Platform to new potential Users.
Per User Fee for Services	Referrer elects to receive the following services (above and beyond the free version of the Savi Platform available to all User) selected below through the Savi Platform on behalf of those of its Users who elect to register for the same (the following services, the “Premium Services”): ☒ Student Loan Premium Guidance (Savi Essential) ☐ Student Loan Employer Contribution ☐ SECURE ACT 2.0 Student Loan Retirement Matching ☐ Tuition Reimbursement Users will create an account and may elect to enroll in one or more of the Premium Services selected above through the Referrer microsite provided by Savi. User account shall be for the calendar year in which such account was opened. Such accounts shall not terminate as a result of the expiration or termination of this Agreement if this Agreement is terminated mid-calendar year. A Savi account is non-transferable and may only be used by only one User. SAVI retains the right to change or increase the fee for Premium Services after the first year of this Agreement by providing Referrer at least 60 days advance notice. Referrer may elect to cease offering one or more Premium Services at any time by providing 30 days advance notice to SAVI.
Annual Fees	To offer Savi Premium Guidance (Savi Essential) at no additional charge to the User, Referrer agrees to pay SAVI \$180,000.
Billing	Annual Fees shall be paid by the Referrer (excluding fees payable by Users) after receipt of an invoice from SAVI following the signing of the Agreement, which Referrer agrees to pay within 30 days of receipt.
Dashboard	SAVI shall provide Referrer a reasonable number of credentials upon request to access a “dashboard” to the Savi Platform at which Referrer may access aggregated data and reports relating to Users’ participation in and benefits received from the Savi Platform.



By signing below, SAVI and the Referrer identified above agree to the terms set forth above, which constitutes the "Agreement" between the parties.

REFERRER

SAVI

By:

Title:

Date:

By: Katie Mogul

Title: Chief of Staff

Date:

ADDITIONAL TERMS AND CONDITIONS EXHIBIT

a. **Limited Licenses.** Referrer grants to SAVI a non-transferable (except as provided herein), non-exclusive, royalty-free right to reproduce and display the Referrer's name, logos, trademarks, trade names and other similar identifying material (the "Marks") solely on the approved microsite and marketing materials in accordance with Referrer's established usage policies and procedures it may elect to provide to SAVI from time to time. All use of Marks by SAVI shall inure solely to the benefit of Referrer. SAVI grants to Referrer a non-transferable (except as provided herein), non-exclusive, royalty-free right to use the "dashboard" of the Savi Platform solely for its internal business purposes. Referrer acknowledges that each User who registers to use the Savi Platform shall be obligated to agree to a terms of service (TOS), including a privacy policy, applicable to use of the Savi Platform, which TOS may be updated from time to time as provided therein, and that SAVI is not entitled to share data regarding particular Users to Referrer under such privacy policies. Referrer shall not attempt to reverse engineer any aggregated data provided through the "dashboard" to discern information about any particular User. Referrer acknowledges that the User's data is personal and confidential to each User to whom such data relates. In the event SAVI permits Referrer to have demonstration account access to the Savi Platform, SAVI grants Referrer a limited, personal, nonexclusive, non-transferrable, non-assignable license to use the Savi Platform to promote access and use of the Savi Platform by its Users only during the term of this Agreement. Referrer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Savi Platform in any way other than demonstrations to potential Users; (ii) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law, rule or regulation ("Law")) or create derivative works based upon Referrer's access to or usage of the Savi Platform; (iii) rent, share, lease or otherwise transfer rights to any aspect of the Savi Platform to any third party; or (iv) take any act to remove, obscure, interfere with or modify the presentation or functionality of any aspect of the Savi Platform. Each party reserves all rights to its intellectual property except for the limited licenses granted hereunder.

b. **Savi Platform Security.** SAVI will collect, host and store (as applicable) the data in the Savi Platform using a third-party hosting provider that operates its hosting facility employing industry standard security. SAVI will provide the Savi Platform using commercially-reasonable physical and environmental security measures to prevent unauthorized access to, and otherwise physically and electronically protect, User Data. SAVI stores all data in, and will provide the Savi Platform from services located in, the United States. Upon becoming aware of (i) any unlawful access to any data stored on the Savi Platform, or (ii) unauthorized access to facilities or equipment resulting in loss, disclosure or alteration of any data in SAVI's possession, or (iii) any actual loss of or suspected threats to the security of data (collectively "**Security Incident**"), SAVI will comply with all laws applicable to such data breach, including where required: (x) promptly notifying the affected Users of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of SAVI); and (y) investigate or perform required assistance in the investigation of the Security Incident and provide Users with information about the Security Incident.

c. **Limits on Use of Savi Platform.** Referrer shall not, nor attempt to, access any application programming interface to the Savi Platform, even if credentials made available to Referrer permit such access, unless SAVI agrees to such access in a writing signed by an authorized representative of SAVI. Referrer shall not during the term of this Agreement, or for a two-year period thereafter, create or have created software or tools that are intended to replicate or otherwise approximate the benefits provided by the Savi Platform.

d. **Suspension.** Short of terminating the Agreement, SAVI reserves the right to suspend User access to the Savi Platform if an immediate restriction or suspension is necessary to protect the Savi Platform, SAVI's or its supplier's network or SAVI's ability to provide the Savi Platform to its other customers (e.g., a denial of service attack). SAVI shall promptly restore access when the reason for such suspension is resolved.

e. **No Infringement.** SAVI represents to Referrer that SAVI, to its knowledge, either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to grant the licenses granted by SAVI under this Agreement.

f. **MUTUAL LIMITATIONS AND DISCLAIMERS.** NEITHER PARTY (NOR IN THE CASE OF SAVI ANY OF ITS SUPPLIERS OR LICENSORS) SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY OR OTHER RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS ARISING OUT OF CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID OR PAYABLE HEREUNDER IN THE ONE YEAR PERIOD BEFORE SUCH CLAIM AROSE, IN EITHER CASE WHETHER UNDER THEORY OF CONTRACT OR TORT OR OTHER THEORY OF RECOVERY; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SAVI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE SAVI PLATFORM PROVIDES ADVICE WITH RESPECT TO OPTIONS REGARDING STUDENT LOANS AND REFERRER ACKNOWLEDGES THAT AS BETWEEN SAVI AND A USER, IT IS THE USER'S SOLE RESPONSIBILITY TO EVALUATE THE USEFULNESS, ACCURACY AND COMPLETENESS OF SUCH ADVICE AND TO ACT (OR NOT ACT) UPON IT.

g. **Miscellaneous.** This Agreement constitutes the entire agreement between SAVI and Referrer with respect to the subject matter hereof and supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of SAVI and Referrer. There are no intended third-party beneficiaries of this Agreement. SAVI will be able to describe Referrer publicly as a partner for promotional purposes. This Agreement may be assigned and the licenses transferred to an acquirer of assets or a successor by merger. This Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to the conflict of law provisions thereof. All disputes shall be resolved by binding arbitration in accordance with the commercial arbitration rules (the "**Rules**") of the American Arbitration Association. Such arbitration shall be held in the State of Michigan and shall utilize a single arbitrator selected by the AAA in accordance with the Rules. Each party shall bear one-half of the costs of the arbitration. Judgment upon the award rendered by the arbitrator shall be final and non-appealable and may be entered in any court having jurisdiction thereof. Nothing in this Section shall preclude either party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief. In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party (collectively, "**Force Majeure**"). If there is any such delay, then the periods for completion of the obligations of the party(ies) affected by such event shall be automatically extended by an equitable period of time based on the duration and effect of such Force Majeure. SAVI may receive and sign or otherwise execute purchase orders or similar documents from Referrer after the execution of this Agreement, and the parties agree that the sole purpose of such documents is for Referrer's internal payment processes and that such execution by SAVI does not constitute an acceptance of any of the terms or conditions of such document. Referrer further represents, warrants and agrees that (i) such documents are solely for compliance with its internal purchasing policies, (i) such document is not intended to and shall not add any new terms or conditions or supersede any conflicting terms and conditions in this Agreement, and (iii) Referrer shall not assert any terms or conditions contained in such documents against SAVI.