



VENDOR REMOTE ACCESS AGREEMENT

This Vendor Remote Access Agreement (the "Agreement") is effective as of the _____ day of _____ 20__ , by and between Nelnet, Inc., a Nebraska corporation, it subsidiaries and affiliates (collectively, "Nelnet"), and _____, a _____ corporation, its subsidiaries and affiliates (collectively, "Vendor").

This Agreement authorizes Vendor, its employees, agents, and representatives to access the Nsight system (the "System"), and/or contact Nelnet's customer service center solely for purposes of obtaining certain borrower education loan account information ("Information") for the direct benefit of a school, guarantee agency, servicer, or other customer ("Customer") with which Vendor has entered into a written agreement for services including, but not limited to, default prevention services ("Customer Agreement"). Vendor is authorized to use such Information solely for the purpose of its performance of those services expressly specified in the Customer Agreement and for no other purpose.

Non-Disclosure. Vendor agrees (i) not to use the Information for any purpose other than as required for its performance of the Customer Agreement, and (ii) to hold the Information in the strictest confidence, not to copy or disclose to any third party and to restrict dissemination of the Information to only those individuals within Vendor's organization who are directly involved in the performance of the Customer Agreement and who are bound by terms substantially similar to and no less stringent than the terms set forth herein.

Termination. Vendor may terminate this Agreement for any reason at any time upon ten (10) days prior written notice to Nelnet. Nelnet shall terminate Vendor's access to the System on the earlier of Nelnet's receipt of notice from Customer (i) that such access is no longer required or (ii) that the Customer Agreement has been terminated or expired. Upon termination, Nelnet shall disable or revoke all logon credentials used to access the System. Nelnet reserves the right to terminate Vendor's access to the System or Information without notice at its sole discretion.

No Warranty or License. Nelnet makes no warranties under this Agreement. Any information disclosed under this Agreement is provided "AS IS," and without any warranty, whether express or implied, regarding its accuracy, completeness or performance. Vendor's access to the System and access to and use of the Information is solely at Vendor's own risk. This Agreement shall not be construed as granting or conferring any license or other rights to Vendor regarding access to the System or use of the Information. Vendor's rights may not be transferred or assigned.

Limitation of Liability. In no event will Nelnet be liable for any special, indirect, punitive, or consequential damages, including lost profits or revenue arising out of or related to this agreement or the services and/or products supplied under the Customer Agreement, even if the parties have knowledge of the possibility of such damages and whether or not such damages are foreseeable. Vendor assumes all liability for damages, costs, expenses, fees, penalties or other obligations incurred, including via third party claims, in connection with Vendor's access to the System or use of the Information, whether or not such access is authorized.

Miscellaneous. This Agreement shall be governed by the laws of the State of Nebraska. Both parties consent to personal jurisdiction in the federal and state courts in Lincoln, Nebraska, which shall have exclusive jurisdiction. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns. Nelnet reserves the right to terminate access to the System at its sole discretion for any reason whatsoever including in the event that Nelnet determines the Information or access to the System is being used inappropriately or in an unauthorized manner.

By signing below, Vendor acknowledges and agrees to the terms and conditions above.

Vendor Representative Signature: _____ **Date:** _____

Vendor Representative Name (printed): _____ **Title:** _____