Credentials Inc.
Service Agreement
Terms & Conditions

1. Parties: These Terms & Conditions of Agreement between Credentials Inc. (an Illinois Corporation) 436 Frontage Road, Suite 200, Northfield, Illinois 60093 (CREDENTIALS) and Palo Verde College, One College Drive, Blythe, CA 92225 (Institution), related to the services (SERVICES) to be provided by CREDENTIALS to Institution during the term of this Agreement. This Agreement will become effective (the "effective date") as of the date signed by both parties. The anticipated starting date for the SERVICES is _____

2. Services: Acting on behalf of Institution, CREDENTIALS will provide students and alumni legal and compliant access to the following services at Institution:

   TranscriptsPlus®: Requests for academic transcripts. CREDENTIALS will accept and deliver the requests electronically to Institution on a timely and accurate basis and facilitate delivery of authorizing signatures to Institution. CREDENTIALS will collect and remit all transcript fees due to Institution in accordance with Institution's approved schedule of applicable fees.

   Automated Interface: CREDENTIALS will provide and maintain software that will reside on a personal computing device in the Registrar's Office of Institution for the purpose of automating the retrieval, logging, and production of transcript requests. The software will comply with institutional policies and procedures with respect to security. Institution will receive a perpetual, nonexclusive, nontransferable license from CREDENTIALS to use the Eagle Rock Information System (ERIS) software. Institution will use the automated interface only on the computer equipment mutually agreed upon by both parties. Under no circumstances shall Institution sell, license, publish, display, distribute, or otherwise transfer to a third party the automate interface or any copy thereof, in whole or in part, without CREDENTIALS prior written consent.

   Electronic Transcript Processing: Using the automated interface referenced above, CREDENTIALS will extract, transport, format and electronically send transcript data on behalf of Institution to approved receiving institutions either directly or through industry approved intermediaries. As Institution's representative, CREDENTIALS may also be required to receive electronic transcripts on behalf of Institution from other institutions directly or through the same intermediaries and will deliver these inbound transcripts on a timely and accurate basis.

3. Pricing:
   a. Pricing for SERVICES shall be established at the sole discretion of CREDENTIALS. Each party agrees to give thirty (30) days written notice to the other party of any change in prices for SERVICES.
   b. CREDENTIALS charges a $2.00 per transcript handling fee for any order placed online by students or alumni. CREDENTIALS assumes all credit card clearing costs and other banking charges. This fee will be paid by the requestor or can be deducted from the Institution's transcript fee.
   c. Institution will receive the perpetual, nonexclusive, nontransferable license from CREDENTIALS to use the ERIS software for a fee of $5,000.00. CREDENTIALS will absorb the annual maintenance fee for the ERIS license as long as Institution is utilizing the TranscriptsPlus® service and automated interface.
   d. Electronic Transcripts (Optional):
      (i) CREDENTIALS will charge an additional fee of $0.90 per transcript for the electronic extraction, formatting, and delivery of an electronic transcript using either an EDI, XML or PDF format.
      (ii) CREDENTIALS will charge $0.75 in addition to the $0.90 extraction to deliver an electronic transcript as a downloadable PDF to any individual, third party, or institution outside of eligible receiving networks.
      (iii) CREDENTIALS will charge a fee of $.25 per transcript for the receipt and conversion of an electronic transcript file into a different file format than the original format received. Any transcript that does not require any editing or modification by Credentials will be delivered at no charge.
      (iv) Institution agrees to accept and process all electronic transcripts as official documents of the Sending Institution using the Credentials TranscriptsNetwork™.

      If implemented during the term of the agreement, the fees for these optional services will be deducted from the amount collected on behalf of Institution.
   e. Users choosing operator assisted inquiries will be assessed a $10.00 surcharge, which will be added to CREDENTIALS' fee noted above.
   f. Orders placed by the Registrar's staff at Institution using the TranscriptsPlus® system will be assessed a fee of $1.50 per transcript "order". COD (Cash On Delivery) orders placed by students that are processed by the TranscriptsPlus® system will be assessed a fee of $1.75 per transcript. These fees will be deducted from the amount collected on behalf of the Institution for these services.
   g. Special orders that materially raise the pricing such as Rush, Special Handling or school sponsored overnight deliveries will be assessed a $.50 surcharge to cover the additional handling charges. This fee will be deducted from the amount collected on behalf of the Institution for these services.
   h. The maintenance fee for the automated software interface (RoboRegistrar and the related components) will be $200.00 per month and will be deducted from the fees collected on behalf of the Institution. The maintenance fee will be charged following the first full month after the software has been successfully installed, tested and be able to print transcripts.

4. Recordkeeping, Reporting and Payment: CREDENTIALS shall maintain records of all service requests and responses provided. Such records shall indicate the identity of the individual involved, the name of the party making the inquiry, the nature of the response provided by CREDENTIALS and the date(s) of the inquiry and response.
   a. Records required to be maintained by CREDENTIALS shall be protected from disclosure to any third parties in violation of the terms of this Agreement and be retained by CREDENTIALS until termination of this Agreement or any earlier date(s) to which CREDENTIALS and Institution may agree in writing.
   b. Payment of all monies due to Institution shall be remitted on a monthly basis and shall be rendered within 30 days of the end of each calendar month along with a transaction journal detailing all activity. In the event that CREDENTIALS is subsequently unable to collect on the funds previously remitted to INSTITUTION, INSTITUTION agrees to allow CREDENTIALS to withhold the uncollected amount from the following month's payment.

5. Agency Appointment: Institution hereby appoints CREDENTIALS as its agent for purposes of assuming duties that would otherwise be provided by Institution and providing the SERVICES specified in this Agreement. (*see* 34 CFR 99.3 "Educational Records") These SERVICES require CREDENTIALS to have access to both directory and personally identifiable information regarding Institution's graduates and attendees. As the agent of Institution, CREDENTIALS is subject to and must comply with the Family Educational Rights and Privacy Act (FERPA) and its prohibitions against disclosure of personally identifiable information regarding students to third parties, except where permitted by the regulations of the United States Department of Education (ED). Institution shall assure that any personally identifiable information about its graduates and attendees is appropriately designated in any information provided to CREDENTIALS.

6. Data Security: CREDENTIALS' procedures will prevent release of information to any third parties in violation of FERPA, applicable (ED) regulations or the expressed objections of any present or former student(s) of Institution. CREDENTIALS agrees that it will not sell, distribute, release or disclose lists or other compilations consisting of information relating to Institution's graduates and attendees. CREDENTIALS will provide security for the integrity and confidentiality of the database and conduct periodic independent audits to verify security is maintained at satisfactory levels.

7. PCI Compliance: CREDENTIALS agrees to comply with the provisions outlined in the Payment Card Industry Data Security Standard (PCI DSS) and adhere to the merchant level vulnerability testing.

8. Exclusivity: Institution agrees, during the term of this Agreement, not to contract with any other party to provide a similar service as that provided herein by CREDENTIALS. Institution agrees to make a reasonable attempt to refer requests for SERVICES to CREDENTIALS during the term of this Agreement.

9. Term: The initial term of this Agreement shall be 5 years from the effective date and will be renewed for succeeding one-year periods unless sooner terminated.

10. Termination: This Agreement will terminate:
    a. At the end of the term specified in Paragraph 9 or at the end of any succeeding one year period, provided either party delivers written notice of termination at least 90 days before the end of the period; or
    b. Upon failure of a party in breach of any material term of this Agreement to cure the breach within 30 days of delivery of a written notice of breach from the other party; or
    c. At any time and without cause upon 90 days written notice of termination delivered by either party to the other.

    Upon termination of this Agreement:
    a. Any student records provided by Institution and maintained by CREDENTIALS shall be returned to Institution or destroyed by CREDENTIALS.
    b. Institution will remove all Automated Interface software from its personal computing devices and provide CREDENTIALS with a letter certifying removal.

11. Force Majeure: The failure of either party to fulfill its obligations under this Agreement shall not be considered a breach of this Agreement if such failure is caused by unforeseen events beyond the control of the non-performing party, including acts of God, acts of war, rebellion or sabotage or unpreventable mechanical failure.

12. Audit: Institution shall have the right to inspect CREDENTIALS' books, records and information management systems to assure Institution of CREDENTIALS' ability to carry out its obligations under this Agreement, and meet Institution's standards of integrity, confidentiality and security. Audits may be undertaken no more than once per year upon reasonable notice to CREDENTIALS of not less than 30 days.

13. Representations & Warranties (CREDENTIALS): CREDENTIALS represents and warrants that during the term of this Agreement it will be and remain in compliance with all applicable laws and regulations governing the SERVICES; and assure accuracy of reports furnished by CREDENTIALS and proper management of all files to maintain system integrity, accuracy, and security.

14. Representations & Warranties (Institution): Institution represents and warrants that during the term of this Agreement the information furnished by Institution to CREDENTIALS will be accurate.

15. Mutual Indemnification: Each party agrees to hold the other harmless from any monies paid as a result of third party claims arising out of breach of its respective representations, warranties and agreements herein.

16. Insurance: CREDENTIALS agrees to maintain Worker's Compensation at the Statutory Limits and Comprehensive General Liability insurance in the amount of $1,000,000.00 per occurrence with companies acceptable to the Institution. CREDENTIALS further agrees to provide the Institution with a Certificate of Insurance upon written request from the Institution.

17. Confidentiality of Agreement: The terms and conditions of this Agreement as well as the intellectual property and systemic capabilities of the service shall be kept confidential and shall not be disclosed to any third party except where required by state public records statutes. Nothing herein shall prohibit either party from disclosing or publicizing the fact that the parties have entered into this Agreement and the nature of the SERVICES provided.

18. Controlling Law: This Agreement shall be construed under the laws of California except its conflict of laws rules which shall not be applied.

Credentials Inc.		Palo Verde College (Institution)	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Dated:	_____	Dated:	_____

Credentials Solutions

Our Credentials. Your Solutions

March 13, 2012

Ms. Melinda Walnoha
Registar
Palo Verde College
One College Drive
Blythe, CA 92225

Dear Melinda,

I am pleased to present this proposal for **TranscriptsPlus**®, the automated transcript processing service from Credentials Solutions. Given the growing demands placed on your staff and the increasing expectations of the availability of online services, I believe this service would be a tremendous asset to you and your staff as well as to your current students and alumni.

With the current economic conditions, institutions across the country have tasked their department heads with becoming more efficient with fewer resources. For Registrars, the key to making their staff more efficient is to free them from the mundane and repetitive tasks that take up so much of their time. In processing transcripts, it's the managing of holds, communicating with students via telephone and email, looking up records, and simply generating the printed transcripts that all take time away from your staff. Through its integration with the student information system, **TranscriptsPlus**® from Credentials Solutions automates each one of these tasks. Not only that, but students can order online through the student portal and alumni are able to place orders online outside of the portal and electronically authenticate without having to remember their student ID number.

TranscriptsPlus® utilizes a robotics software interface called **RoboRegistrar**® to automate the back of the house processing. **RoboRegistrar**® will interface with your Datatel system to automatically authorize the students/alumni, check for any holds or encumbrances, locate the records, communicate with the students/alumni via email and/or cellular text messaging, print transcripts or send them electronically, as well as order Fed-Ex shipments and print airbills automatically with little or no intervention from your staff. By automating 90% of the processing, your staff will be freed to focus their attention on those "exception" orders as well as the more mission critical responsibilities.

Proposed Services:

Integrated Online Ordering Capabilities

- **Online Ordering and Payment Processing:** Credentials Solutions will accept transactions on behalf of Palo Verde College according to the provisions outlined in the agreed upon contract. Credentials Solutions will collect the appropriate fees and remit them to the Palo Verde College on a monthly basis. Credentials Solutions will absorb all credit card handling charges. We will support the policies and procedures established by Palo Verde for sending duplicate transcripts that have not been received. Should the Palo Verde College want a replacement transcript to be produced at no additional charge, we are more than willing to accommodate any legitimate (as determined by the Palo Verde College) request. Any disputes resulting from a service issue will be resolved in conjunction with the Palo Verde College.
- **FERPA Compliant Authentication:** Credentials Solutions will provide the ability for students and alumni to authenticate their orders through a fully comprehensive system that will include the use of an algorithmic hashing of Palo Verde 's ID Numbers and PINs, "Automatic Authorization" based on use of a credit card where the name matches Palo Verde College records as well as a combination of other Palo Verde College required data elements, or provide for the written signature for those orders that cannot be authenticated by one of the prior two methods. The Palo Verde College may implement any or all of these methodologies for order authentication. Our staff will work with the IT staff at the Palo Verde College in developing the methodology for programming the links to our service. Users are not required to register in order to request a transcript. However, their form of authentication (ID/PIN, "Auto Authorization" or Signature) is noted in the tracer file for each transaction and this information will be fully accessible to Palo Verde College staff.

Verde. Credentials will deliver all records in the preferred format of the Palo Verde College. Should Palo Verde prefer to receive a PDF, for example, Credentials will convert all XML and EDI transcripts into a readable PDF document. Access to received electronic transcripts will be available through Credentials' administrative system, Registrar Support Services. Credentials can also provide a direct interface to the Palo Verde College's imaging system in XML, EDI, or a uniformly formatted PDF.

Back Office Processing and Support:

- **Programming and Implementation:** Credentials Solutions will configure, test, and maintain our software robotics interface, **RoboRegistrar®**, so that an automated communication channel can be established between Palo Verde's Datatel student information system and Credentials' server. Credentials has partnered with Eagle Rock Information Systems (ERIS) to provide a perpetual, nonexclusive, nontransferable license from CREDENTIALS to use the Eagle Rock Information System (ERIS) software. This package will work both on a functional level as well as within Datatel's legal licensing requirements. We will work closely with the Palo Verde College to install **RoboRegistrar®** in order to minimize any assistance needed by your IT staff.
- **Administrative Control:** Credentials Solutions will provide access to our administrative application called Registrar Support Services. Authorized staff members at Palo Verde will be provided password protected User IDs for the system so that orders can be managed and reviewed from anywhere accessible by the Internet. Both online and archived transactions will be available for staff to manage using the Registrar Support Services module. Archived records that cannot be found or managed by the automated interface (**RoboRegistrar®**) will be posted in a segregated area for processing by staff members in the Registrar's Office. Printing of labels, envelopes, and air bills for overnight deliveries will be available for all transactions, regardless of whether electronic or archived, using our Registrar Support Services application.
- **Reporting:** Credentials Solutions will make monthly transaction reports available for downloading from its website. We will also provide access to our User Administration application that will provide Palo Verde with the ability to add, delete, or modify access for all Palo Verde College users on the system.
- **Staff Training and Support:** Credentials Solutions will provide written documentation and complete support for Palo Verde College staff throughout our relationship as well as training in advance of implementation at no charge to the Palo Verde College. Training is conducted after the system has been configured by our IT staff and approved by the institution. Training sessions will be set up via telephone with designated Palo Verde College staff. Initial training sessions usually last for one-hour periods. Staff training normally takes anywhere from 1 to 3 hours per staff member depending on the complexity of the environment. Should on-campus training be required, we are more than willing to accommodate the request.
- **Marketing:** Credentials Solutions will develop marketing materials such as counter signs, brochures, posters, business cards and banners for use on campus at no charge to Palo Verde. Credentials will also work with the Palo Verde College Webmaster on designing eye catching and effective web pages for referring transactions to the online system.
- **Dynamic Communication:** Credentials Solutions will provide a banner message area on the top of the online transcript order input form so that Palo Verde will be able to highlight unique operational notices to the user of the service (e.g. holiday closures and dates when semester grades and degrees will be posted to transcripts).

Institution Responsibilities:

- A contractual Agreement with Palo Verde College must be executed by both parties, a copy of which is included for your review.
- A current version of the **RoboRegistrar®** software will need to be downloaded to a personal computer on the Palo Verde network and set up with a User ID and password whose controlled access is limited to the student information system screens required for producing transcripts.

The terms and conditions discussed in this proposal are valid for a period of 90 days.

Thanks again, Melinda, for the opportunity to submit this service proposal. I look forward to discussing our services with you further.

Sincerely,

Margaret Freeman
Sales Director

Palo Verde Summary of Costs

Standard Fee	$2/transcript
Prepaid orders entered by staff**	$1.50/order
Orders paid by cash/check	$1.75/transcript
Extraction and electronic transmission	
In network	$0.90/transcript
Downloadable PDF transcript to 3rd parties	$1.65/transcript
Receiving electronic transcript	free
Reformatting received transcript (if necessary)	$0.25/transcript
Datatel integration package	$5000.00/license
Robo maintenance fee*	$200/month

*This fee can be rolled into the standard fee and passed along to the student. Based on Palo Verde's transcript volume, and additional amount would be added to the $2/transcript cost to cover the Robo maintenance fee.

**This fee is for official transcripts only. If your staff is ordering unofficial transcripts for the local prisons, they would not need to use Credentials' system and there would be no cost.

Please note that Credentials will absorb the $1000/year fee from Eris for the Datatel license.

The fees for electronic transmission can either be passed along to the student or absorbed by Palo Verde (in lieu of paper/postage/labor costs).