



**Illinois Transcript Exchange
Institution Agreement
(Postsecondary Institution)**

This Institution Agreement is made and entered into this ____ day of _____, 200__ by and between XAP Corporation (“XAP”) and _____ (the “Institution”) with respect to the Institution’s participation in an electronic transcript exchange system (the “Exchange”) that is being designed, developed, operated and maintained by XAP for the Illinois Student Assistance Commission (“ISAC”).

XAP is designing and developing and will operate and maintain the Exchange. The Exchange will permit transcript data maintained by secondary schools and postsecondary educational institutions to be uploaded to the Exchange, where such data will be written and stored in the database. Upon the request of a student that his or her transcript be electronically transmitted to a postsecondary institution, such as the Institution, participating in the Exchange, that student’s transcript will be transmitted to the designated postsecondary institution when that postsecondary institution next downloads transcripts from the Exchange. The Institution has indicated that it desires to participate in the Exchange, and XAP shall provide to the Institution, free of charge to the Institution, the tools necessary to participate in the Exchange and thereby receive electronic transcripts from participating secondary and postsecondary educational institutions and send electronic transcripts to other postsecondary educational institutions participating in the Exchange, provided that the Institution executes this Agreement and performs in accordance with the terms hereof.

1. XAP shall include transcript download preferences in the Control Center, located at control.xap.com (the “Control Center”), it will operate for postsecondary educational institutions participating in the Exchange and other Internet based systems XAP operates, and the Institution will be afforded access to the transcript download functionality in the Control Center. XAP shall establish a private, secure web-interface for the Institution that will provide access to the Exchange and the ability to upload transcript files to the Exchange for transmission to other participating postsecondary educational institutions and to download from the Exchange transcript files being directed to the Institution. An electronic data interchange project, which is automatically generated within the Export Wizard (“Export Wizard”), will be made available to the Institution. The Institution may either use the EDI project, or develop a customized EDI project using the Export Wizard. The Institution may automatically upload transcript data to its student information systems (“SIS”) by using the Export Wizard to create customized file formats. The Exchange will make available to the Institution for electronic download from the Exchange and automatic upload to the Institution’s SIS only those transcripts that are to be transmitted to the Institution pursuant to the students’ directions. In order to access the transcript files, the Institution must have access to the Internet. The transcript download functionality will provide the Institution with the following download options:

- (a) Download transcripts in EDI TS130 format
- (b) Download transcripts in HTML format



- (c) Download transcript data in Institution-defined format along with application data.

The Control Center shall be configured to enable the Institution to upload transcript data to the Exchange by using the Control Center.

2. XAP shall make technically competent personnel and appropriate equipment available for the purpose of creating the Exchange and administering the transcript exchange process for the Institution over the Internet. XAP will create the Exchange in accordance with the professional standards of the software industry.

3. The Institution agrees to accept and process transcripts received through the Exchange as official transcripts in connection with its consideration of applications for admission to the Institution and further agrees that any transcripts it submits to the Exchange for transmittal to other participating postsecondary educational institutions shall be accurate transcripts of the records of the students to which they relate upon which other participating postsecondary educational institutions may rely.

4. The Institution hereby appoints XAP as its agent for the limited purpose of transmitting transcripts on behalf of the Institution to other postsecondary educational institutions participating in the Exchange upon the request of the student to whom the transcript relates which request includes a representation by the student that he or she seeks or intends to enroll in the postsecondary educational institution to which the transmittal of the transcript is being requested. XAP hereby agrees that it will utilize the information contained in transcript files submitted by the Institution to the Exchange only for said purpose.

5. XAP shall use the transcript data submitted to the Exchange by the Institution only in accordance with the provisions of (i) this Institution Agreement and (ii) all applicable laws governing the privacy of such information.

6. At such time as such functionality may become available, secondary schools and postsecondary educational institutions outside the State of Illinois participating in other transcript exchange systems designed, developed, operated or maintained by XAP shall be permitted to submit transcripts for transmittal to the Institution, and the Institution shall be permitted to submit transcripts for transmittal to postsecondary educational institutions outside the State of Illinois participating in such other transcript exchange systems. XAP shall be bound by the same restrictions with respect to such transcripts as apply to transcripts submitted to the Exchange, and the Institution shall treat such transcripts in the same manner as transcripts transmitted through the Exchange so long as such other transcript exchange systems are designed, developed operated and maintained by XAP pursuant to standards no less stringent than those that apply to the Exchange.

7. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by XAP and utilized in connection with the creation of the Exchange and all other aspects of the design, development, operation and maintenance of the Exchange, including but not limited to the source code, data processing, original artwork, graphic design, trademarks, and the specialized tools utilized to develop and maintain the software utilized in connection with the



Exchange, shall under all circumstances be and remain the sole property of XAP. The Institution is not authorized for any reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the Institution agrees not to engage, directly or indirectly, in any such reverse engineering.

8. The information, ideas, concepts, content, know-how, technologies and other intellectual property provided by the Institution and utilized by XAP in connection with the Exchange shall under all circumstances be and remain the property of the Institution.

In Witness Whereof, the undersigned have executed this Illinois Transcript Exchange Institution Agreement as of the date first above written.

[Institution]

By _____

Name _____

Title _____

XAP Corporation

By _____

Name _____

Title _____