

Georgia Transcript Exchange Institution Agreement (Secondary School)

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 among educational institutions in the State of Georgia and the Georgia Student Finance Commission (the “Commission”) (the “Exchange”) that is that is being designed, developed, operated and maintained by XAP for the Commission.

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 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 Exchange will also permit the transmission of transcripts to the Commission in order for it to perform grade calculations to determine a student’s eligibility for grants and scholarships.

The Institution has indicated that it desires to participate in the Exchange, and XAP shall provide free of charge to the Institution, the tools necessary to participate in the Exchange and thereby send electronic transcripts to postsecondary educational institutions participating in the Exchange and to the Commission, provided that the Institution executes this Agreement and performs in accordance with the terms hereof.

1. XAP is providing, as a stand alone site, the XAP for High School Counselor site located at counselor.xap.com (“Counselor Site”), at which a high school counselor is able to create an account. The functionality of the Counselor Site will enable a high school counselor with such an account who is affiliated with the Institution and has the appropriate permission from the Institution to upload student transcript data to the Exchange.

The Institution shall designate one official of the Institution to be responsible for the administration of the counselor accounts associated with the Institution (the “Administrator”). The Administrator will have all the rights and privileges of the counselor accounts associated with the Institution including the ability to export Institution transcripts to the Exchange. In addition, the Administrator will be able to perform the following functions from the Counselors Site:

- Add or remove counselor accounts created on the Counselor Site to or from a list of authorized counselors at the Institution.
- Assign to each authorized counselor at the Institution specific privileges associated with that counselor account, which may include the right to export Institution transcripts to the Exchange. The Exchange, at the request of the Administrator, shall generate either of two reports for the Institution with respect to student transcript data exported to the Exchange:

- a report that lists the transcripts uploaded from the Institution that have been released to postsecondary educational institutions; and
- a report that lists all transcripts that have been uploaded to the Exchange from the Institution.

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 that any transcripts it submits to the Exchange for transmittal to participating postsecondary educational institutions shall be accurate transcripts of the records of the students to which they relate upon which the 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 postsecondary educational institutions participating in the Exchange and to the Commission. Transcripts shall be so transmitted upon the request of the student to whom the transcript relates, which request includes a representation by the student, as appropriate, that he or she either (i) seeks or intends to enroll in the postsecondary educational institution to which the transmittal of the transcript is being requested or (ii) is applying for or has received financial aid that is administered by the Commission for which the transcript information is relevant to determinations regarding eligibility for aid, the amount of aid, the conditions of aid or enforcement of the terms and conditions of aid. 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, as may be amended, and (ii) all applicable laws governing the privacy of such information.

6. At such time as such functionality may become available, the Institution shall be permitted to submit transcripts for transmittal to postsecondary educational institutions outside the State of Georgia participating in other transcript exchange systems designed, developed, operated or maintained by XAP. XAP shall be bound by the same restrictions with respect to transcripts submitted through such other transcript exchange systems as apply to transcripts submitted to the Exchange. Such other transcript exchange systems through which transcript data submitted by the Institution may be submitted to postsecondary educational institutions outside the State of Georgia shall be 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, data 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.

9. The Institution and XAP acknowledge and agree that at such time that the functionality to transfer transcripts to the Commission to perform grade calculations becomes available, additional agreements and/or amendments to this Institution Agreement may be necessary.

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

[Institution]

Name: _____

Title: _____

School: _____

XAP Corporation:

Name _____

Title _____

Send two (2) originals to: Fax a copy to:

Xap Corporation Georgia Student Finance Commission

3534 Hayden Avenue 770.724.9370

Culver City, CA 90232

Attn: Carla Fermelia

Once both originals have signatures from the school and Xap, one (1) original should be returned to the school representative identified below:

Name:

Title:

School/District:

Address:

City:

State: GA Zip: