



TREx Membership for Texas Private Schools Services Agreement

The following summary of the National Transcript Center (NTC) and our services is provided for your review prior to signing the attached Agreement. Since we are continually enhancing our services and products, the following information is subject to change.

NTC Overview

NTC is a full PK-20 solution and was established to improve the efficiency, reliability, cost, and security of academic transcript exchange. In addition to servicing statewide contracts in Texas, California, Colorado, Connecticut, Virginia, West Virginia, and Wyoming, NTC offers individual private schools, public districts and colleges/universities the ability to send and receive transcripts electronically.

NTC is the vendor that the Texas Education Agency (TEA) selected to build and maintain the Texas Records Exchange (TREx) System, a secure web-based service that enables members to exchange student records and transcripts electronically. NTC's contract with TEA specifies that any private schools in Texas that wish to join the TREx network may do so by signing an agreement with and paying a fee to NTC.

Services Offering for Texas Private Schools

TREx membership enables a private school to use TREx to

- Send records (and attachments) to public school districts within Texas and to other PK-12 private schools that have joined TREx.
- Send transcripts to in-state public institutions of higher education and any institution of higher education on the SPEEDE Server.
- Request and receive records and transcripts from other TREx members.

TREx National Option is an optional service that enhances TREx and facilitates the following (unless waived):

- Send records/transcripts to any academic institution in the country, including in-state private colleges/universities, in-state private PK-12 schools that have not joined TREx and all out-of-state public and private PK-12 and higher education institutions.
- Send records/transcripts to co-academic organizations such as the NCAA, the Armed Forces and scholarship providers.

Private schools that use National Option functionality will receive a quarterly bill from NTC for services based on the rates provided in Schedule A.

Implementation Process

Any student data uploaded to TREx must use the TREx XML data standard. Data specifications and other helpful documents (such as vendor set-up information) are available at www.transcriptcenter.com/trex. Many student information system (SIS) vendors have already created this export functionality for their Texas public district customers. You can test an extract by uploading it into TREx; any issues with the file will be explained immediately via error messages. There is also a TREx data validation tool for testing data extracts that is available to IT staff with logins.

If you cannot or do not wish to provide student data in the TREx XML format, you may also manually create records and supplement them with attached PDFs of the records/transcripts (more information in the "Using TREx" section).

The following will be collected by NTC to facilitate activation of your TREx membership:

- Signed Services Agreement
- Payment of setup or one-time fee(s), if applicable. (Refer to the last page for detail on fees.)
- School/district contact information and each authorized user's role and contact information. NTC will forward this information to TEA so your school can be added to TEA's list of TREx members. TEA will provide login information to users.

Training

All TREx workflows were designed to be intuitive and to minimize training needs. TREx features context-sensitive online help, and free PDF user guides and web-based video/audio training modules are available on the TREx support site.

Using TREx

Users log into a secure web-based service using a username and password provided by NTC during implementation. The TREx home page provides a number of intuitive options, such as "Request a record/transcript," "Send one record/transcript," "Inbound records/transcripts," etc.

To send a record/transcript, a user identifies the student, identifies the recipient institution(s), confirms the information, and clicks "Send." Requesting a record or sending multiple records/transcripts to a single institution is also very straightforward. Go to "Manage records" to upload, download, delete, or manually enter a new record. Manual data entry allows schools that cannot provide student data in the TREx XML format to manually type in a few fields of data about a student and upload a PDF record/transcript as an attachment.

A unique tracking number is provided with every transaction. Transactions may be tracked within TREx or at www.transcriptcenter.com.

If you have any questions about National Transcript Center or this Services Agreement, please contact us at (512) 879-5400.

**ELECTRONIC STUDENT RECORD/TRANSCRIPT SOFTWARE & SERVICES
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT is entered into as of _____, 20__ (the "Master Agreement Effective Date"), by and between:

NTC:

National Transcript Center, Inc.
P.O. Box 201807
Austin, TX 78720-1807

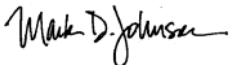
Member:

1. This Master Services Agreement includes the attached General Terms and Conditions, any schedules separately executed by the parties (the "Schedules"), and any attached exhibits, each of which is incorporated herein by reference (collectively the "Agreement").
2. The Agreement sets forth the terms and conditions under which the above named and undersigned member ("Member") and each of its affiliated educational institutions (collectively, "Member Institutions", and each individually, a "Member Institution") may use (a) any of NTC's proprietary software that is specifically licensed to Member pursuant to a Schedule ("Software"); (b) any user documentation that NTC makes generally available in hard copy or electronic form, to its members in conjunction with the licensing of such software ("Documentation"); and (c) any updates or enhancements to the Software and/or Documentation as set forth in a Schedule or as NTC may otherwise provide to Member from time to time (the Software, Documentation, and updates or enhancements described above are collectively and individually referred to as the "Services").
3. Any signed copy of the Agreement made by reliable means (e.g., photocopy or facsimile) shall be considered an original.
4. Member acknowledges and agrees that it is not relying on any statement or warranty not expressly provided herein with respect to the Software or maintenance, educational or other services provided hereunder.

By signing below, each party acknowledges that it has read, understands, and agrees to the terms of the Agreement.

NTC:

National Transcript Center, Inc.
a Delaware corporation

By: 
Name: Mark D. Johnson
Title: President & CEO

Member:

a _____

By: _____
Name: _____
Title: _____

General Terms and Conditions

1. Provision of Services Generally. During the Term (defined herein) NTC will provide the Services in accordance with the provisions and any specifications set forth in the applicable Schedule. NTC will maintain security over its computer servers, such as password protections, SSL encryption, firewalls and other security measures. NTC's computer servers will be located in physically secure facilities, with access limited to employees or agents authorized to administer the Services.
2. Training Generally. During the Term, NTC will provide Member with training materials relating to the use of the Services in order to support Member's promotion of the Services.
3. Member Users. During the Term, NTC will provide the software for use by an authorized school/college staff member or other receiving organization personnel, a current or former student, or an eligible parent or guardian (a "Member User") in placing, managing, and retrieving record/transcript orders.
4. Promotion Policy. Member shall actively promote the Service. Such promotion will include: (a) informing faculty, staff and students about the use and benefits of the Service, (b) scheduling appropriate Member Users for training, and (c) placing mutually agreed descriptive text and hyperlink on Member's website.
5. General Responsibilities of Member and Member Institutions. Member is solely responsible for (a) accuracy of any means of authenticating students used by NTC and provided by Member or any Member Institution, (b) completeness, accuracy, and timely delivery of all student record information and other documents Member or any Member Institution provides to NTC, (c) compliance with the regulations of Member or any Member Institution related to the transmission of student records/transcripts and other information, (d) operation of Member's or any Member Institution's computer and communication systems, and (e) results of the use of the Services by Member or any Member Institution.
6. Security Responsibilities. Member is solely responsible for (a) protecting the computer systems operated by Member or any Member Institution on which the Software is accessed against any unauthorized access and use and, (b) securing Member's private passwords against unauthorized use or disclosure. NTC shall have no liability for any loss or damage arising from unauthorized use of Member's identification keys or Member private passwords.
7. Access Monitoring. Member shall promptly notify NTC of any reason that the use of the Services by Member or any Member Institution or access by Member or any Member Institution to its Student Records might be delayed or negatively impacted. Such notice shall include a description of the reason and anticipated resolution schedule, to enable NTC to inform affected Member Users as NTC deems appropriate.
8. Member Restrictions. Member will not: (a) provide any third parties access to the Services; or (b) use the Services in any manner which violates the Agreement, any use or privacy policies of NTC then in effect, or any applicable laws (including, but not limited to, those related to privacy, spamming, obscenity or defamation); or (c) knowingly introduce viruses or otherwise cause harm to the Software or Services. Further, Member will not enter into any other agreement or otherwise engage with any non-governmental third party to deliver electronic student records/transcripts.
9. Data Submission Formats. Unless specifically set forth otherwise in and by a schedule, NTC and Member shall agree upon one standard format for all records/transcripts that are to be uploaded to NTC as part of the performance of the Services and, using that report format, Member will provide NTC with sample records/transcripts. This standard report format shall be referred to as the Data Submission Format. During the term of the Agreement, all records/transcripts submitted to NTC must use an NTC-supported Data Submission Format. Member will promptly notify NTC of its intent to make changes to the content and layout of the student records that are uploaded to NTC. Failure to do so may result in an interruption of the Service for which NTC shall bear no liability or penalty.
10. Services Fees. Unless specifically set forth otherwise in and by a schedule, payment for Services shall be the responsibility of the Member User or Member Institution originating a record/transcript transmission. The fees for Services shall be as set forth in and by the applicable Schedule.
11. Additional Fees. If Member desires to change the Services described in and by a specific Schedule or make any change to the Data Submission Format, then NTC shall charge Member an additional fee or charge for such change or modification. Any such change or modification may result in delays in the provision of the Services and/or the transmission of records/transcripts and other information by Member or any of its Member Institutions.
12. Fee Waivers. In order to assist students who have demonstrated that payment of NTC's fees might represent an economic barrier to college entrance, NTC provides fee-waivers that can be used in place of other payment methods. Up to a maximum of two (2) fee waivers may be allocated by a Member Institution to any qualifying student who has met the requirements for, and received a fee waiver from The College Board or ACT.
13. Additional Services. From time to time during the Term, NTC may also offer related products or services in addition to the Services to Members, Member Users, and Designated Persons for free or requiring additional fees; provided, however, that such products and services will be offered on an optional basis and shall not be required in order to obtain the basic Service.
14. Licenses Granted to Member. During the Term, NTC shall grant to Member a non-exclusive, non-transferable license to use the Software solely in connection with the Services.
15. Licenses Granted to NTC. During the Term, Member shall grant to NTC and its agents the right and license (a) to retrieve and retain student record data from Member's database, (b) to provide school records/transcripts and other academic records to one or more other persons or institutions ("Designated Persons") or authorized Member Users, and (c) to print and manually send student records/transcripts to Designated Persons designated by Member User.
16. Authorized Agent. Member hereby assigns NTC as Member's authorized agent in sending, electronically or on paper, student records/transcripts and/or other student records to Designated Persons hereunder, and agrees to provide such documents and certificates as NTC reasonably requests, to confirm such authority to prospective Designated Persons.
17. Term and Termination. The term of the Agreement (the "Term") shall commence upon the Master Agreement Effective Date and shall continue thereafter until the third anniversary of the Master Agreement Effective Date. Thereafter, it shall automatically renew for successive one year periods, unless and until terminated by either party, in its sole discretion, by providing written notice, which may be delivered by email, to the other at least thirty (30) days prior to the then current termination date. Upon termination, Member shall remove all Software from their computer systems and cease all use in any manner of the Software and Services. Sections 18 through 34 shall survive any termination of the Agreement.
18. NTC's Indemnity. NTC will defend and hold Member harmless from any claim or action against Member for (a) infringement by the Software or Services of any registered U.S. patent or copyright of any third party, and (b) gross negligence or intentional misuse by NTC of any student record/transcript or other student information received by it under the Agreement.

19. Member Indemnity. Member will defend and hold harmless NTC from any claim or action relating to (a) the content or accuracy of any student records/transcripts or other student information that Member provides or approves, (b) any delay in the verification or the transmittal to NTC of student records and (c) any unauthorized use or misuse of the Software or Services.

20. Warranty of Each Party. Each party represents and warrants to the other that (a) it has the right and authority to enter into and perform its obligations under the Agreement, (b) it will comply with all relevant laws and regulations, and (c) it is not subject to any conflicting obligations that will or might reasonably prevent it from performing its obligations under the Agreement.

21. NTC Warranty. NTC represents and warrants that: (a) neither the Software nor Services will alter the Student Record/transcript to create inaccuracies therein; (b) it will take commercially reasonable measures to avoid interruption of the Services other than scheduled down times for service and maintenance; and (c) the security levels set forth in NTC's standard security policies then in effect will be maintained. NTC MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES AND SOFTWARE AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY FREEDOM FROM SERVICE INTERRUPTION OR LOSS OF DATA.

22. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE SOFTWARE OR SERVICES, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM MAY BE MADE UNDER THIS AGREEMENT LATER THAN ONE YEAR AFTER THE PERFORMANCE OF THE SERVICES GIVING RISE TO THE CLAIM IN QUESTION.

23. Ownership of Records/Transcripts. Member shall be the owner of the student records/transcripts, subject to the right of NTC to retain and deliver such information hereunder, and NTC shall be the owner of the Services, Software and intellectual property rights therein. NTC shall also be the owner of any comments, suggestions, and ideas Member submits or offers to NTC in connection with their use of the Services and Software. Member will not reverse engineer, decompile, or create derivative works of any of NTC's Service offerings or Software. All uses of NTC's trademarks, logos, trade names and service marks shall inure solely to the benefit of NTC. Except as specifically licensed in the Agreement, Member shall not have any other rights with respect to the Services or Software or any constituent parts thereof.

24. Confidential Information. Each party shall maintain in strict confidence and shall use and disclose only as authorized by the other, all information that it receives under the Agreement which is of a confidential nature (including, without limitation, (i) information protected by the provisions of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related applicable federal and state privacy laws, regulations, rules and requirements regarding the protection and security of non-public personal, medical and other information; (ii) information, the disclosure of which is prohibited by FERPA, including without limitation, education records of students, and any personally identifiable information contained therein (other than directory information); (iii) any and all information disclosed by one party to the other party pursuant to the terms of a nondisclosure agreement executed by and between such parties; and (iv) the terms of the Agreement and the specifications and materials delivered by NTC pursuant hereto) concerning the other party's operations, employees, customers or students (collectively, "Confidential Information"). Information shall not be deemed Confidential Information if it is (a) generally available to the public; (b) released by the disclosing party without restriction; (c) independently developed by the receiving party without use of

Confidential Information of the disclosing party, or (d) acquired by the receiving party from a third party without similar restriction, without breach of the Agreement. Member acknowledges that NTC may use, disclose or publish data or submissions collected and/or generated from the Services only to the extent that it will not identify or be attributable to any individual. Each of the parties may publicize the relationship created hereunder and market the Services to students and prospective Designated Persons, provided however, that Member shall first obtain NTC's written consent before publicizing the relationship to parties other than their staff, faculty, students and their students' parents or to prospective Designated Persons. Member and NTC are also bound by the terms and conditions of NTC's On-Line Privacy Policy, as amended from time to time ("Privacy Policy") with respect to information provided, obtained and stored electronically by NTC.

25. Independent Contractor. The parties are independent contractors and the Agreement does not create any agency, employment partnership, or other similar relationship between them, and neither party has the right to create any obligations or to make any representations on behalf of the other party.

26. Notices. Any notice required or permitted to be given under the Agreement may be delivered to Member, by mail, postage prepaid, return receipt requested, or at the email addresses provided by Member for such purposes, and if to NTC such notices must also be sent by mail, postage prepaid, return receipt requested, to NTC at the address first set forth above. Notice so given shall be deemed effective when received, or if not received by reason of fault of the addressee, when delivered.

27. Assignment. Member may not assign or transfer its rights or obligations under the Agreement.

28. Compliance with Laws. NTC shall not be required to provide Services if, and to the extent, that NTC believes in good faith that the provision of such Services will be in violation of FERPA.

29. Severability. If any provision of the Agreement shall be held to be unenforceable or invalid, the provision will be enforced to the maximum extent permissible and the remaining provisions of the Agreement shall remain in full force and effect.

30. No Third Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and does not create any third-party beneficiaries.

31. Conflict. In the event of a conflict between these General Terms and Conditions, a Schedule, or exhibit, the terms and conditions of these General Terms and Conditions shall prevail. The terms and conditions of any purchase order or other instrument issued by Member or any Member Institution in connection with this Agreement which are in addition to or inconsistent with these General Terms and Conditions shall not be binding on NTC.

32. Reservation of Rights. NTC reserves all rights not specifically granted herein.

33. Nonsolicitation. During the term of this Agreement and for a period of two (2) years thereafter, Member agrees not to hire, solicit, nor attempt to solicit, the services of any employee or contractor of NTC without the prior written consent of NTC. Violation of this provision shall entitle NTC to liquidated damages against Member equal to two hundred percent (200%) of the solicited person's gross annual compensation.

34. Governing Law. The Agreement shall be governed by the laws of the State of Texas and subject to the exclusive jurisdiction of the courts located in Travis County, Texas.

SCHEDULE A MASTER SERVICES AGREEMENT

THIS SCHEDULE A TO MASTER SERVICES AGREEMENT (this "Schedule") is attached to and incorporated into that certain Master Services Agreement (the "Agreement") made the ____ day of _____, _____ by and between National Transcript Center, Inc. ("NTC") and the party identified below ("Member"). The terms and conditions of the Agreement shall apply to this Schedule, unless specifically provided otherwise in this Schedule. Further, in the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Schedule, the terms and conditions of the Schedule shall govern.

1. Description of Services; Specifications; and Pricing.

Services:	Specifications:	Pricing:
TREx membership for Texas PK-12 private school		\$375 one-time setup fee
Exchange electronic PK-12 student records with other TREx members	Student data provided to NTC in TREx XML format	Free
Send electronic transcripts to Texas public institutions of higher education and any college/university on the SPEEDE Server		Free
Request records/transcripts from other TREx members		Free
Receive electronic records/transcripts from out-of-state NTC members	Sending NTC member must have appropriate privileges	Free

The following is included with no set-up or annual fees:

TREx National Option Membership		Free
Send a student record/transcript to any academic institution in the country outside the TREx scope (also including many scholarship providers and other organizations)	NTC members will receive the record/transcript electronically; nonmembers will receive it printed on secure transcript paper.	\$5.00 if used (Transactions within the TREx scope are free.) Billed quarterly for transactions outside the TREx scope.
Request records/transcripts from over 100,000 academic institutions	NTC members will receive the request electronically; nonmembers will receive it by fax.	Free

I choose to waive my rights to transactions outside the TREx scope and opt out of TREx National Option membership.

2. Payment

Visa MasterCard American Express Discover Check (payable to National Transcript Center)

Credit card number: _____ Expiration date: _____ Billing zip code: _____

Purchase order number, if applicable: _____

I authorize National Transcript Center to charge the above credit card (check one or both if paying by credit card)

\$375 for the TREx membership one-time setup fee Quarterly for TREx National Option transactions

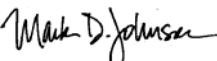
Member: _____
a _____

NTC: National Transcript Center, Inc.
a Delaware corporation

Address: _____

Address: P.O. Box 201807
Austin, TX 78720-1807

By: _____
Name: _____
Title: _____

By: 
Name: Mark D. Johnson
Title: President & CEO