

# CollegeBuys Master Services Agreement



Agreement No. 00004479

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Parchment LLC, (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is May 20, 2021 thru May 19, 2024

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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## THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

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### SUPPLIER

By: Richard Smith  
Richard Smith (May 20, 2021 16:41 PDT)

Print Name: Richard Smith

Title: Vice President & CFO

Date: May 20, 2021

### SUPPLIER – second signature if applicable

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: Jorge J.C. Sales

Print Name: Jorge J.C. Sales

Title: Executive Director, Program Development

Date: May 20, 2021

### FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: May 20, 2021

**EXHIBIT A**  
**(Master Services Agreement)**

**RECITALS**

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement; Supplier's products and/or services
4. **WHEREAS**, Supplier agrees to provide only its Diploma Services, Certificate Services, Badging Services, CLR Services, and Receive Premium and Recruit Services, under the scope of this Agreement to Participating Agencies only, and as set forth in Exhibit F as attached hereto (referred to as the "Services");
5. **WHEREAS**, Supplier desires to make this Master Agreement available to California Community Colleges only, which are located in the State of California and supported, in part, by the Foundation (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"); and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

## **EXHIBIT B**

**(Master Services Agreement)**

### **TERMS AND CONDITIONS**

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
  
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for only the services and or products identified in Exhibit F.
  - a. Participating Agencies may purchase the Services identified in Exhibit F by executing an Order Form with Supplier substantially in such form as set forth in Exhibit B-1, incorporating the Parchment Statement of Work, the Parchment Terms and Conditions and the Parchment Service Level Agreement as set forth in the Order Form. The parties acknowledge that the Parchment Statement of Work shall be modified and/or updated based on the specific Services ordered by any Participating Agency and any additional requirements negotiated between Supplier and such Participating Agency. Upon execution of an Order Form between Parchment and a Participating Agency, the Participating Agency shall be solely responsible to abide by all the terms and conditions set forth in the Order Form for the relevant Services, in substantially such form as attached as Exhibit B-1, incorporated herein by reference.
  - b. No Order Form is effective until the Participating Agency and Supplier have executed the School Order Form. Neither Supplier nor any Participating Agency is bound or required to enter into an Order Form. Supplier is not obligated to provide the Services to any Participating Agency unless and until such Participating Agency has entered into an Order Form in such form as satisfactory to Supplier.
  - c. For the avoidance of doubt, Participating Agencies only include the California Community Colleges as defined above, and the parties expressly agree that this Agreement may not be used for any other public agencies, public or private school districts, colleges, or universities, including without limitation the University of California system or California State University system, or any private institutions in the State of California. Additionally, this Agreement may only be used for the Services as defined above and listed on Exhibit F and shall expressly exclude Parchment Award Transcript Services, which must be contracted for separately by the Participating Agency.
  - d. This Agreement shall not modify or require modification of any existing contracts between Supplier and a California Community College. The parties to any pre-existing contracts between Supplier and a California Community College may be renewed under the terms of this Agreement for the applicable Services that may be provided under this Agreement, which excludes Parchment Award Transcript Services.

3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term.
  - a. This Agreement shall begin on May 20, 2021 (“Effective Date”) and shall terminate on May 19, 2024, unless extended in accordance with term 5(b) below.
  - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance. Upon any termination or expiration of this Agreement, all Order Forms with Participating Agencies shall survive in accordance with their terms.
7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation’s rights and obligations hereunder may be assigned at Foundation’s sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation’s obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier’s obligations hereunder with the prior written consent of the Foundation.

9. Use of Logo. The Foundation's prior review and written approval, which shall be provided promptly and shall not be unreasonably withheld, is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
  
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
  - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially reduced and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.
  
11. Special Provisions.
  - a. Promotion.
    - i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
    - ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.
  - b. Quarterly Fees & Reporting.
    - i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the subscription fee for the initial term

and any subsequent renewal terms of any subscription-based Order Forms or the invoiced fees, less taxes, for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within thirty (30) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

**EXHIBIT B-1**  
**(Master Services Agreement)**



ORDER FORM (FCCC) - PARCHMENT AWARD SERVICES

<b>Member:</b> [Account.Name]	
Effective Date (if left blank, effective date is date signed by Member below):	Initial Order Term: [ContractTerm] months
Member Contact Name: [Customer_Signed_by_Name__c] Member Address: [Account.BillingStreet] [Account.BillingCity], [Account.BillingStateCode] [Account.BillingPostalCode] Primary Contact Phone: [CustomerSigned.Phone] Primary Contact Email: [CustomerSigned.Email]	
Offer Expiration Date: The pricing and terms set forth in this Order Form expires on [Contract_Expiration_Date__c] if not signed by Member on or prior to such date.	
<b>Parchment Services:</b> Parchment Award Services	

Member hereby orders and subscribes to the Parchment Award Services as set forth and identified in one or more Statements of Work attached hereto as Exhibit A (the "**SOW**"), the Parchment Terms and Conditions attached hereto as Exhibit B, and the Service Level Agreement, attached hereto as Exhibit C, and in accordance with the Master Agreement between the **Foundation for California Community Colleges** and all exhibits thereto (the "Master Agreement"), (collectively, the "**Agreement**"), effective as of the Effective Date above. If any terms and conditions in the aforementioned Exhibits A through C conflict with the terms and conditions applicable to Parchment in the Master Agreement, the terms and conditions and conditions in the Master Agreement shall control with respect to the subject matter thereof. Capitalized terms will have the meaning given to them in the Terms and Conditions.

The Initial Order Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point the Parties shall have the option to renew the Agreement for successive one (1) year terms upon mutual written consent of both Parties.

<b>Parchment LLC</b>	[Account.Name]
Name: Richard Smith	Name:
Signature:	Signature:
Title: Vice President & CFO	Title:
Date:	Date:





**EXHIBIT A**

**STATEMENT OF WORK**

**PARCHMENT AWARD SERVICES - TRANSCRIPT SERVICES**

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the Terms and Conditions, including pre-paid subscription fees.** The Parchment Services listed in this Statement of Work provide the features and functionality set forth in each Parchment Services description, as applicable, and available as Attachment 1.

**1. Parchment Award Transcript Services - Transaction Pricing**

**1.1 Parchment Award Services: Request Fee (Per Transaction).** The Credential Owner will pay the following fees per Request as outlined in the table below, which includes electronic delivery of the Credential.

**1.2 Third-Party Ordering.** Third party Credential Requestors may Request Credentials under this Agreement and will pay a per Request fee at Parchment’s then-current prevailing list rates.

**1.3 Surcharge.** Member can add a surcharge to each Credential Request as a method of cost recovery for some or all of Member’s fees, or an auxiliary revenue source. Due to the processing fees assessed by Parchment’s credit card processing vendor, there will be a 5% processing fee on all credit card (including debit) charges in excess of the Credential Request fee. Parchment will remit to Member any surcharges (less any processing fees on a monthly basis, no later than 45 days following the end of each calendar month).

<b>Transcript Services Credential Types</b>	<b>Request Fee</b>	<b>Parchment Print and Mail</b>
Academic Transcript	\$3.25	Yes/No
Experiential Transcript	\$3.25	Yes/No
Competency Based Transcript	\$3.25	Yes/No
Co-Curricular Transcript	\$3.25	Yes/No
Apostille	\$3.25	*digital ordering only

**2. Parchment Award Transcript Services Print and Mail**

**Print and Mail Services.** If selected by Member on this Statement of Work, the print and paper delivery fees are paid by the Credential Owner (e.g. student) at the time of the Request and shall be at Parchment’s prevailing rates, which are currently:

**\$2.50** for U.S. domestic paper delivery (including first class postage)

**\$5.00** for international paper delivery (including first class postage)

**EXHIBIT A**  
**STATEMENT OF WORK**  
**PARCHMENT AWARD SERVICES - [Diploma, Certificate, or Badge] SERVICES (digital and print subscription)**

Member agrees to order and subscribe to the Parchment Award Services identified and described in this Statement of Work, in accordance with the fees and payment terms set forth below. **All fees are non-refundable, unless otherwise specified in the Terms and Conditions, including pre-paid subscription fees.** The Parchment Services listed in this Statement of Work provide the features and functionality set forth in each Parchment Services description, as applicable, and available as [Attachment 1](#).

**1. Annual Subscription Fee (digital and print).**

1.1 **Parchment Award Services: Annual Subscription Fee.** Member shall pay an annual subscription fee of \$[SUBSCRIPTION FEE], which covers the digital and print issuance of up the annual volume of the Credential types set forth in the table below.

The annual subscription fee is non-refundable and the Credential Requests provided pursuant to the subscription must be used up during each annual period during the Term. If the cumulative number of Credentials requested during each annual period during the Term exceeds the foregoing Credential Request limit, Member will pay a per Credential Request fee at the rates set forth in the table per Request for the overage for the remainder of the then-current subscription period, which will be invoiced by Parchment monthly in arrears.

1.2 **Payment Terms.** Prior to the end of each annual period during the Term of this Agreement, Member may adjust its annual subscription fee to reflect a new Request volume for the following annual period, upon mutual written agreement. Parchment will invoice Member for the Award Fee annually in advance following execution of this Agreement, and such invoiced amounts shall be due and payable within thirty (30) days of receipt of the applicable invoice.

Credential Type and Details	Price Per Credential	Annual Volume	Annual Subscription Fee
Diplomas	\$0.00	1	\$0.00
Certificates	\$0.00	1	\$0.00
Digital Badges	\$0.00	1	\$0.00
Total	\$0.00	1	\$0.00

2. **Implementation Design Fee.** Member shall pay a one-time aggregate design fee of \$[Design.Fee] (the “Design Fee”) is applied to produce the masthead foil, seal, or graphic artwork for Member’s credentials. Parchment will invoice Member for the Design Fee following execution of this Agreement, which shall be due and payable within thirty (30) days of receipt of the applicable invoice.

3. **Replacement Credentials.** Parchment will replace up to one (1) printed diploma per Credential Owner at no additional cost in the event such printed diploma is (i) reported in writing as “not received” after ten (10) business days by the recipient of the Credential to Parchment, or (ii) reported in writing as damaged or destroyed in transit by the recipient of the Credential to Parchment. Parchment will print and mail such replacement Credential within fifteen (15) business days of receipt of such written notification.

4. **PRINT AND PAPER DELIVERY SERVICES.** Following receipt of a valid recipient roster with all requested information, as set forth below, Parchment will process digital fulfillment and print and mail (USPS) fulfillment of the Credentials awarded under this Agreement. The Credential Owner or the Member may select the optional additional print and mail fulfillment options outlined below for the additional fees as outlined below, which will be invoiced monthly in arrears to the Member if elected by the Member:

<b>Additional Print and Shipping Fees (Optional and subject to additional fees)</b>	<b>Description</b>	<b>Fees</b>
FedEx Priority (optional)	US domestic or international	Set at Parchment's current rates at the time of request for FedEx fulfillment, which are currently: \$30.00 (domestic) \$55.00 (International)
USPS International (optional)	International Postage	Set at Parchment's current rates at the time of request for USPS International fulfillment, which are currently: 9x12 Envelope: \$2.95 12x15 Envelope: \$8.90 Cardboard Tube: \$17.25
Form Letter Insert (optional)	<ul style="list-style-type: none"> <li>• Insert a form letter into each diploma envelope</li> <li>• On University/College letterhead provided to Parchment in digital format</li> <li>• Size: 8.5x11 letters only</li> </ul>	\$0.60 per letter
<b>Print and Shipping Fees (Included in per Credential Fee)</b>	<b>Description</b>	<b>Fees</b>
Shipping Materials (included in the cost above)	Envelope Cardboard Insert to protect documents USPS Domestic Postage	\$0.00 \$0.00 \$0.00

**MEMBER OBLIGATIONS; REPRESENTATIONS AND WARRANTIES.**

1. Member agrees and acknowledges that it shall provide the reasonably requested cohort and roster information in a timely manner upon request by Parchment and from time to time during the Term as required for Parchment to perform the Parchment Services hereunder. The required roster information shall include: First Name, Last Name, DOB, and physical address. Member agrees to promptly provide any samples and design details or information reasonably requested by Parchment, including line art for creation of the seal die.

2. Member is responsible for and assumes the risk, responsibility, and expense of any liabilities resulting from the accuracy, quality, reliability, and legality of all requested cohort and roster data provided to Parchment by Member. Member acknowledges and agrees that it is responsible for the content of the diplomas and that Parchment will print and deliver the diplomas with the content provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member-provided diploma, roster, and cohort data or the diploma content. Member agrees to comply with all applicable laws in accordance with its obligations under this Agreement.

3. Following receipt of the cohort and roster data, Parchment will prepare sample diplomas for Member to review. Member shall review and approve or reject the sample diplomas within five (5) business days of receipt, and Member will be deemed to have approved the sample diplomas following the fifth business day of such review period. If Member rejects the same diplomas, Member will notify Parchment of any errors and Parchment will use commercially reasonable efforts to correct such errors. Following final acceptance of the sample diplomas, at Member's option, Parchment will mail (via USPS) the diplomas either directly to Member or to the designated recipients using the contact information (including mailing address) provided to Parchment by Member.

**EXHIBIT B**  
**TERMS & CONDITIONS**

Parchment LLC ("**Parchment**") and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "Party" and collectively as the "Parties".

**1 DEFINITIONS.**

1.1 "**Agreement**" has the meaning set forth on the Order Form.

1.2 "**Authorized User**" means any Member employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 "**Awards**" means to digitally issue and award a diploma, certificate, or other credential via the Parchment Services.

1.4 "**Confidential Information**" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.

1.5 "**Credential**" means a licensed transcript, diploma, replacement diploma, certificate, replacement certificate, degree verification, enrollment verification, digital badge, or custom CLR credential.

1.6 "**Credential Issuer**" means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.7 "**Credential Owner**" means an individual (including a student) who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.8 "**Credential Recipient**" means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.9 "**Credential Requestor**" means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.10 "**De-Identified Data**" means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.11 "**Documentation**" means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

1.12 "**Effective Date**" has the meaning set forth on the Order Form.

1.13 "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.14 "**Member Data**" means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.15 "**Order Form**" means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference the Statement of Work (attached to the Order Form as [Exhibit A](#)), these Terms and Conditions (attached to the Order Form as [Exhibit B](#)), and the Service Level Agreement (attached to the Order Form as [Exhibit C](#)).

1.16 "**Parchment Services**" means Parchment's digital credential services, as set forth on [Exhibit A](#) to such Order Form, and each as described in the applicable Parchment Services Description, attached as [Attachment 1](#).

1.17 "**Parchment Site**" means any of the websites located at <https://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.18 "**Professional Services**" means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.19 "**Request**" (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.20 "**Services**" means the Parchment Services combined with the Professional Services.

1.21 "**Terms and Conditions**" means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 "**Term**" shall have the meaning set forth in Section 11.1.

1.23 "**Transactional Data**" means any non-personally identifiable data or information generated from Authorized Users' or Credential Owners' use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

## **2 PARCHMENT SERVICES; ORDERS AND USE.**

**2.1 Orders and Provision of Access.** Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

**2.2 Multiple Institutions.** Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an "Institution" and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

### **2.3 Usage Restrictions.**

**2.3.1** Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

**2.3.2** Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

**2.4 Conditions on Use by Authorized Users and Credential Owners.** Parchment may condition Credential Owners' or Authorized Users' (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment's then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this Section 2.4.

**2.5 Exclusivity.** Parchment will be Member's preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

## **3 MEMBER RIGHTS AND OBLIGATIONS.**

**3.1 Authorized User Access to Service; Usernames.** Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

**3.2 Member Obligations.** Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member's regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member's computer and communication systems; and (f) results of Member's use of the Parchment Services. Additionally, Member will

(i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member's website; (iv) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

**3.3 Requirement to Provide Member Data to Parchment.** Certain Member Data may be required for the proper



operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement. Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials, has all rights to transfer Credentials to Parchment for purposes of providing the Parchment Services, and that Parchment will issue, Award, or fulfill, as applicable, the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

**3.4 Legal and Regulatory Compliance.** Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act. Member acknowledges that it has selected to accept electronic signature via the Parchment Services as a valid method of consent to disclose Credentials pursuant to FERPA.

#### **4 PARCHMENT RIGHTS AND OBLIGATIONS.**

**4.1 Technical Assistance.** Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("Eligible Support Recipients"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

**4.2 Training.** Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

**4.3 Communication with Users.** As part of the provision of the Parchment Services under this Agreement, Member agrees that

Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

**4.4 Continuous Development.** The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

**4.5 Parchment Obligations; Legal and Regulatory Compliance.** Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act., and applicable data protection laws.

#### **5 PROPRIETARY RIGHTS.**

**5.1 Member Data.** As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with applicable state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read or use the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member

Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

**5.2 Transactional Data.** Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

**5.3 De-Identified Data.** Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

**5.4 Intellectual Property Rights in Parchment Services.** Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

**5.5 Feedback.** From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("Feedback"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

**5.6 Analytics.** As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to

be referred to as the "Analytics"). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

## 6 FEES AND PAYMENTS.

**6.1 Fees Payable.** All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, and each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

**6.2 Disputed Charges.** Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

**6.3 Late Payments; Interest.** Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance. **6.4 Taxes.** Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "Taxes"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments



hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

**7 CONFIDENTIALITY.** During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

#### **8 WARRANTIES.**

**8.1 Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

**8.2 Parchment Warranties.** Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

**8.3 FERPA Warranty.** Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

**8.4 Member Warranties.** Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

**8.5 No Other Warranties.** EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES

OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

**8.6 Delays.** PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

#### **9 LIMITATION OF LIABILITY.**

**9.1 LIMITATIONS OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**9.2 Essential Basis.** The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

**10 Indemnification Obligations of Parchment.** Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services

misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials or in the performance of its obligations under this Agreement. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation;

(2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

## 11 TERM AND TERMINATION.

**11.1 Term.** This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "Term").

**11.2 Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof, or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

**11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding.** Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's

sponsor by the legislature of the applicable state or federal government.

**11.4 Suspension of Service.** If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

**11.5 Accrued Obligations.** Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

**11.6 Effect of Termination.** Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

**11.7 Survival of Obligations.** The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

## 12 MISCELLANEOUS.

**12.1 Force Majeure.** Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, pandemic, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

**12.2 Notices.** Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.

**12.3 Assignment.** Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.

**12.4 Independent Contractors.** Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

**12.5 Amendment.** No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

**12.6 Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**12.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**12.8 Causes of Action.** No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT**

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defect or related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment.
2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
  - a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
  - b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
  - c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.
3. System Enhancements and Functionality Improvements.
  - a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
  - b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.
4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
  - a. Any outage lasting less than five (5) minutes;
  - b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
  - c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
  - d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.
5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.
6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.
7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.

**ATTACHMENT 1**  
**PARCHMENT SERVICES DESCRIPTIONS**

**DESCRIPTION OF PARCHMENT AWARD: TRANSCRIPT SERVICES.** The Parchment Services ordered and described herein as Parchment Award: Transcript Services shall enable Credential Owners to order and request delivery of transcripts and other documents from the Credential Issuer to Credential Recipients. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send requested documents to Credential Recipients. Member hereby designates Parchment as Member's authorized provider in sending official copies of credentials, on paper or electronically, to Credential Recipients, agrees to provide credentials as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided with the following features/functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for requesters at Parchment.com, under its terms of use.
2. Configuration of an institution-specific ordering process to allow requests from alumni, current students, and other requesters for paper or electronic transcripts, and other credentials as desired, using the activation toolset provided by Parchment.
3. Establishment of business rules to determine the method, requirements, and process for offering credentials and accepting payment for different options offered in the ordering process.
4. Ability for requesters to upload any attachments to be delivered with credentials, as applicable.
5. Digital collection of consent to authorize release of records under applicable regulation.
6. Provide secure delivery, through the Parchment Receive network, to any third-party via certified PDF with Adobe® Blue Ribbon, or secure print and mail.
7. Provide an interface for Issuer to view all credential requests, run reports, and place orders on behalf of requesters.
8. Provide manual tools to accept fulfillment files, in various formats, in response to requests.
9. Provide the ability to automate the fulfillment process with Parchment automation frameworks.
10. Decorate provided files with Issuer-specific artwork, including border, signature, and seal.

**DESCRIPTION OF PARCHMENT AWARD: DIPLOMA SERVICES.** The Parchment Services ordered and described herein shall enable Member to award diplomas to Credential Owners and enable Credential Owners to access awarded diplomas from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified diplomas to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of diplomas, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for diplomas.
3. Acceptance of structured data for creation of individual diplomas to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded diplomas in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded diplomas for created cohorts.
6. Review and award of diplomas.
7. Electronic notification to Credential Owners of award of individual diplomas to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded diplomas through Parchment Site.
10. Tools for sharing links to diplomas through Parchment Site.
11. Hosted individual diploma pages, shared at the discretion of the Credential Owner.



**DESCRIPTION OF PARCHMENT AWARD: CERTIFICATE SERVICES.** The Parchment Services ordered and described herein shall enable Member to award certificates to Credential Owners and enable Credential Owners to access awarded certificates from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified certificates to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of certificates, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for certificates.
3. Acceptance of structured data for creation of individual certificates to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded certificates in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded certificates for created cohorts.
6. Review and award of certificates.
7. Electronic notification to Credential Owners of award of individual certificates to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded certificates through Parchment Site.
10. Tools for sharing links to certificates through Parchment Site.
11. Hosted individual certificate pages, shared at the discretion of the Credential Owner.

**DESCRIPTION OF PARCHMENT AWARD: VERIFICATION SERVICES.** The Parchment Services ordered and described herein shall enable Member to award verifications to Credential Owners. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver verifications to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of verifications, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for requesters at Parchment.com, under its terms of use.
2. Configuration of an institution-specific ordering process to allow requests from alumni, current students, and other requesters for paper or electronic transcripts, and other credentials as desired, using the activation toolset provided by Parchment.
3. Establishment of business rules to determine the method, requirements, and process for offering credentials and accepting payment for different options offered in the ordering process.
4. Digital collection of consent to authorize release of records under applicable regulation.
5. Provide secure delivery, through the Parchment Receive network, to any third-party via certified PDF with Adobe® Blue Ribbon, or secure print and mail.
6. Provide an interface for Issuer to view all credential requests, run reports, and place orders on behalf of requesters.
7. Provide manual tools to accept fulfillment files, in various formats, in response to requests.
8. Provide the ability to automate the fulfillment process with Parchment automation frameworks.
9. Decorate provided files with Issuer-specific artwork, including border, signature, and seal.

**DESCRIPTION OF PARCHMENT AWARD - CLR SERVICES.** The Parchment Services ordered and described herein shall enable Member to award Comprehensive Learner Records (CLRs) to Credential Owners and enable Credential Owners to access awarded CLRs from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver specified CLRs to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of CLRs, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for CLRs.
3. Acceptance of structured data for creation of individual CLRs to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded CLRs in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded CLRs for created cohorts.
6. Review and award of CLRs.
7. Electronic notification to Credential Owners of award of individual CLRs to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded CLRs through Parchment Site.
10. Tools for sharing links to CLRs through Parchment Site.
11. Hosted individual CLR pages, shared at the discretion of the Credential Owner.
12. Tools for the request of official copies of current CLR to be securely delivered, through the Parchment Receive network, to any third-party via certified PDF with Adobe® Blue Ribbon, or secure print and mail.
13. Configuration of collection of Issuer-specified fees for delivery of official copies of a requester's current CLR.

**DESCRIPTION OF PARCHMENT AWARD: DIGITAL BADGE SERVICES.** The Parchment Services ordered and described herein shall enable Member to award digital badges to Credential Owners and enable Credential Owners to access awarded digital badges from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified digital badges to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of digital badges, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

1. The Parchment Services shall be provided to Member with the following features and functionality:
2. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
3. Configuration of data inputs and artwork for creation of templates for digital badges.
4. Acceptance of structured data for creation of individual digital badges to be issued to Credential Owners.
5. Creation of cohorts of Credential Owners to receive awarded digital badges in digital only, or digital and print formats.
6. Configuration and scheduling of notification and distribution of awarded digital badges for created cohorts.
7. Review and award of digital badges.
8. Electronic notification to Credential Owners of award of individual digital badges to claim and manage.
9. Acceptance workflow for Credential Owners through Parchment Site.
10. Delivery of awarded digital badges through Parchment Site.
11. Tools for sharing links to digital badges through Parchment Site.
12. Hosted individual digital badge pages, shared at the discretion of the Credential Owner.

**EXHIBIT C**  
**(Master Services Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.



## TECHNOLOGY INFRASTRUCTURE

### 1. **Definitions.**

“Licensee Data” is defined as business and other proprietary information of any type provided to Supplier by or on behalf of a Participating Agency, and in any subsequent form utilized by Supplier, in the course of performance of the Services as set forth in the Order Form between Supplier and each Participating Agency. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to the Participating Agency’s employees or clients/customers/students.

“Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

2. **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Supplier employees directly connected with maintaining the database or the associated application software; (c) plans for managing disaster recovery.

3. **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data.

### 4. **Security Updates.**

- a) Participating Agency will be notified of any changes to Supplier security policies applicable to Licensee Data with 90-days advance notice. If any changes are deemed unacceptable, Supplier will work with Participating Agency to arrive at mutually-acceptable security policy terms.
- b) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier’s security compliance for the Licensee Data.

5. **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier’s business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier’s work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency’s computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, (“IT Assets”) are the Participating Agency’s property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency’s business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.

6. **Data Sharing.**

- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency or as required or authorized in performance of the Services, to the extent permitted by law. Data shared with third party companies remains the sole property of Participating Agency.
- b) Licensee Data shared or collected must be stored in the United States of America.
- c) All Personal Information Data must be encrypted at all times, both at rest and in transit.
- d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based protocol. Under no circumstances will the parties share employee Personal Information via non-secure methods such as public email.
- e) Licensee Data will be shared at mutually agreed upon times between the parties.
- f) Employee data to be shared with and/or collected by Supplier will be limited to Employee SSN, EID (not Banner ID but the Alternate ID), Prefix, First, MI, Last, Suffix, DOB, Sex, Marital Status, Country, Pay Group, Department, Title, TTE, Hours Per Week, Hire Date, Address, City, State, Zip, Home Phone, Work Phone, Email, Personal Email, Payroll Frequency, Deduction Frequency, Gross Salary, Location Number, Location, Job Class, Pay Group, Department Number, Department, Title, FTE, Hours Per Week, Hire Date, Eligibility, Date, Status, Enrollment Status, Termination Date, Event Date, PIN, Require PIN Change, As of, Session UserID, Session City, Hourly Wage, PTO Balance, PTO Cost, Mailing Country, Mailing Address, Mailing City, Mailing State, Mailing Zip, Country of Citizenship, Event Code, Event Description, User ID, Birth Country.
- g) All data collected, stored, transmitted, and/or otherwise shared between the District and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.

7. **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a break-in, or attempted break-in, to any system that may contain personal information. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain personal records of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs incurred associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier, subject to the terms and limitations set forth in the agreement between

Supplier and a Participating Institution, and in any event, subject to the insurance proceeds payable to the Participating Institution or relevant third party in connection with the applicable third party claim.

8. **Business and Other Proprietary Information.** Supplier agrees that Licensee Data is confidential. Licensee Data and “any associated Personal information” will not be accessed, used or disclosed for any reason other than to conduct the work pursuant to this agreement. Business and other proprietary information obtained or learned during the course of Supplier’s relationship with the Participating Agency will not be (i) disclosed to any unauthorized party, or (ii) used or disclosed after termination of the relationship. Supplier promises to return or destroy all business and other proprietary information to the Participating Agency within 30 days after termination of the relationship between the parties, unless otherwise retained in compliance with applicable laws.
9. **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the “Services”); none of the Foundation, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

10. **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data and its Institution Applications except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency’s option.
11. **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Licensee to facilitate the retrieval and download of all Licensee data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier’s Services.
12. **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing

by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) protect the rights or property of Supplier or Supplier customers, including the enforcement of Supplier agreements or policies governing Institution's use of the Service; or (d) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.

13. **CCPA Obligations.**

- a. Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
- b. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform the Foundation or Participating Agency (as applicable) of the legal requirement and give the Foundation or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- c. Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
- d. Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
- e. If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.

**ADA Section 508 Compliance Certification**

1. **Equal Access.** Supplier ensures equal access to their software, products and services for all and particularly for individuals with disabilities, in a timely manner. An individual with a disability will be afforded the same opportunity to acquire and engage with the software, products, and services as a person without a disability in an equally effective and equality integrated manner, with substantially equivalent ease of use
  
2. **ADA / Accessibility.** With respect to ADA compliance, the Supplier shall:
  - a) Conform to section 508 of the Rehabilitation Act (<http://www.section508.gov/section-508-standards-guide>) and WCAG 2.2, Level AA (<https://www.w3.org/TR/2020/WD-WCAG22-20200811>) specifications.
  - b) Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
  - c) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s).
  - d) Upon contract signing, must present a VPAT.
  
3. **Accessibility Clause.** Supplier warrants that their software, products and services adhere to *Section 508 of the Rehabilitation Act of 1973* and is compliant with the applicable Web Content Accessibility Guidelines 2.2, Level AA (WCAG 2.2, AA) standards for accessibility as set forth in its VPAT. Credible verification and/or documentation regarding the accessibility of the software, product, or service will be provided by the Supplier upon request. If portions of the software or user experience are discovered to be non-compliant at any point, the Foundation (on behalf of the Chancellor’s Office or other colleges/agencies participating under this agreement) will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by the Foundation, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student’s inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3rd party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and the Foundation.

**PARCHMENT LLC**

By:  Date: May 20, 2021  
Richard Smith (May 20, 2021 16:41 PDT)

Print Name: Richard Smith Title: CFO

**IRAN CONTRACTING ACT VERIFICATION**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.**

**OPTION #2 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
By (Authorized Signature) <i>Richard Smith</i> <small>Richard Smith (May 20, 2021 16:41 PDT)</small>	Date Executed: May 20, 2021
Printed Name and Title of Person Signing: Richard Smith	CFO

**OPTION #3 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
By (Authorized Signature):	Date Executed:
<i>Printed Name and Title of Person Signing</i>	



**EXHIBIT D**  
**(Master Services Agreement)**

**NOTICES**

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

**FOUNDATION:**

Foundation for California Community Colleges  
CollegeBuys Program  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[cbcontracts@foundationccc.org](mailto:cbcontracts@foundationccc.org)

**SUPPLIER:**

PARCHMENT LLC  
7001 N Scottsdale Rd. Suite 1050  
Scottsdale, AZ 85253  
Attn: Legal (legal@parchment.com)

**EXHIBIT E**  
**(Master Services Agreement)**

**GENERAL PROVISIONS**

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.



8. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
  
9. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

## **EXHIBIT F**

**(Master Services Agreement)**

### **PRODUCTS AND SERVICES**

DESCRIPTION OF PARCHMENT AWARD: DIPLOMA SERVICES. If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Diploma Services shall enable Member to award diplomas to Credential Owners and enable Credential Owners to access awarded diplomas from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified diplomas to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of diplomas, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for diplomas.
3. Acceptance of structured data for creation of individual diplomas to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded diplomas in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded diplomas for created cohorts.
6. Review and award of diplomas.
7. Electronic notification to Credential Owners of award of individual diplomas to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded diplomas through Parchment Site.
10. Tools for sharing links to diplomas through Parchment Site.
11. Hosted individual diploma pages, shared at the discretion of the Credential Owner.

DESCRIPTION OF PARCHMENT AWARD: CERTIFICATE SERVICES. If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Certificate Services shall enable Member to award certificates to Credential Owners and enable Credential Owners to access awarded certificates from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified certificates to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of certificates, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for certificates.
3. Acceptance of structured data for creation of individual certificates to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded certificates in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded certificates for created cohorts.
6. Review and award of certificates.
7. Electronic notification to Credential Owners of award of individual certificates to claim and manage.
8. Acceptance workflow for Credential Owners through Parchment Site.
9. Delivery of awarded certificates through Parchment Site.
10. Tools for sharing links to certificates through Parchment Site.
11. Hosted individual certificate pages, shared at the discretion of the Credential Owner.

DESCRIPTION OF PARCHMENT AWARD: VERIFICATION SERVICES. If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Verification Services shall enable Member to award verifications to Credential Owners. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver verifications to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of verifications, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

The Parchment Services shall be provided to Member with the following features and functionality:

1. Unlimited access for authorized administrative users, and unlimited individual account creation for requesters at Parchment.com, under its terms of use.
2. Configuration of an institution-specific ordering process to allow requests from alumni, current students, and other requesters for paper or electronic transcripts, and other credentials as desired, using the activation toolset provided by Parchment.
3. Establishment of business rules to determine the method, requirements, and process for offering credentials and accepting payment for different options offered in the ordering process.
4. Digital collection of consent to authorize release of records under applicable regulation.
5. Provide secure delivery, through the Parchment Receive network, to any third-party via certified PDF with Adobe® Blue Ribbon, or secure print and mail.

6. Provide an interface for Issuer to view all credential requests, run reports, and place orders on behalf of requesters.
7. Provide manual tools to accept fulfillment files, in various formats, in response to requests.
8. Provide the ability to automate the fulfillment process with Parchment automation frameworks.
9. Decorate provided files with Issuer-specific artwork, including border, signature, and seal.

DESCRIPTION OF PARCHMENT AWARD: CLR SERVICES. If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: CLR Services shall enable Member to award Comprehensive Learner Records (CLRs) to Credential Owners and enable Credential Owners to access awarded CLRs from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver specified CLRs to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of CLRs, on paper or electronically, to Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

1. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
2. Configuration of data inputs and artwork for creation of templates for CLRs.
3. Acceptance of structured data for creation of individual CLRs to be issued to Credential Owners.
4. Creation of cohorts of Credential Owners to receive awarded CLRs in digital only, or digital and print formats.
5. Configuration and scheduling of notification and distribution of awarded CLRs for created cohorts.
6. Review and award of CLRs.
7. Electronic notification to Credential Owners of award of individual CLRs to claim and manage.
9. Delivery of awarded CLRs through Parchment Site.
10. Tools for sharing links to CLRs through Parchment Site.
11. Hosted individual CLR pages, shared at the discretion of the Credential Owner.
13. Configuration of collection of Issuer-specified fees for delivery of official copies of a requester's current CLR.

DESCRIPTION OF PARCHMENT AWARD: DIGITAL BADGE SERVICES. If ordered by Member pursuant to a duly executed Agreement, the Parchment Services described as Parchment Award: Digital Badge Services shall enable Member to award digital badges to Credential Owners and enable Credential Owners to access awarded digital badges from the Credential Issuer. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and to optionally print and manually send specified digital badges to Credential Owners. Member hereby designates Parchment as Member's authorized provider in sending official copies of digital badges, on paper or electronically, to

Credential Recipients, agrees to provide required information as Parchment reasonably requests, and to confirm Parchment's authority to respective Credential Recipients.

1. The Parchment Services shall be provided to Member with the following features and functionality:
2. Unlimited access for authorized administrative users, and unlimited individual account creation for recipients at Parchment.com, under its terms of use.
3. Configuration of data inputs and artwork for creation of templates for digital badges.
4. Acceptance of structured data for creation of individual digital badges to be issued to Credential Owners.
5. Creation of cohorts of Credential Owners to receive awarded digital badges in digital only, or digital and print formats.
6. Configuration and scheduling of notification and distribution of awarded digital badges for created cohorts.
7. Review and award of digital badges.
8. Electronic notification to Credential Owners of award of individual digital badges to claim and manage.
9. Acceptance workflow for Credential Owners through Parchment Site.
10. Delivery of awarded digital badges through Parchment Site.
11. Tools for sharing links to digital badges through Parchment Site.
12. Hosted individual digital badge pages, shared at the discretion of the Credential Owner.

**DESCRIPTION OF PARCHMENT RECEIVE PREMIUM.** The Parchment Services ordered and described herein as Parchment Receive Premium shall provide Member with a suite of capabilities to receive and process Credentials from Credential Owners and their Credential Issuers (referred to as "Parchment Receive"). Member will be a Credential Recipient as defined in this Agreement. Parchment Receive also provides a number of additional features and functions, including the capability to request Credentials from Credential Issuers and the delivery of Analytics. Subject to Member's compliance with the Terms and Conditions, Parchment will use commercially reasonable efforts to deliver to Member or make available through encrypted transmission, all Credentials, including official transcripts, diplomas and certificates received from each Credential Issuer and/or Credential Owner in accordance with Parchment Receive as ordered and/or Member's preferences. Member agrees and acknowledges that Parchment is not responsible for the accuracy or completeness of the Credentials received from a Credential Issuer or Credential Owner and shall not verify the content or accuracy or completeness of any such Credential delivered through Parchment Receive.

Parchment Receive connects clients to Parchment's full network of senders, enabling a combination of electronic credential exchange, candidate discovery, and process-analytic capabilities.

Parchment Receive: Premium provides the following features/functionality:

- 2.1 Dashboard that alerts to items needing attention and provides graphical representations of metrics.
- 2.2 Web download to download transcripts, diplomas, certificates and other documents in PDF format.

- 2.3 Secure Private Library- Select, view or re-download documents for 90 days; configure retention settings to extend storage beyond 90 days, up to termination of the subscription.
- 2.4 Electronic delivery of documents in PDF format
- 2.5 Electronic delivery of documents in TIFF format
- 2.6 Receipt of data in Parchment's standard XML or EDI format (if available)
- 2.7 Automated Delivery – Credentials and data may be automatically delivered to a location of their choosing using SFTP.
- 2.8 Index file which includes key information for reach delivered Credential.
- 2.9 Option to purchase subscriptions to allow Member to pay for fees for Credentials delivered to Member.
- 2.10 Credential Direct – Allows Credential Owners to easily request credentials from within Member's existing admissions workflow.
- 2.11 Administrator Initiated Requests – Issue Credential requests on behalf of students from other institutions in the Parchment network
- 2.12 Unified Inbox receives from multiple sources and locations (PDF, XML or EDI) and automatically deliver documents in Parchment's standard format.
- 2.13 Advanced document filtering, and sorting for destination delivery.
- 2.14 Ability to automatically route documents to an unlimited number of destinations and SFTP locations
- 2.15 Ability to provide a different student confirmation message by destination.

DESCRIPTION OF PARCHMENT RECRUIT. If listed on the Order Form, Member hereby subscribes to the Recruit service, which provides data and analytics related to the admissions process generated from Transactional Data and learner provided information on the Parchment Site (the "Recruit Data").


Parchment Recruit provides the following features/functionality:

- 2.1.1 Regularly updated analytics for member, including feeder schools, peer institutions, and number of learners expressing interest.
- 2.1.2 Regularly updated analytics for other academic Credential Recipients, including their feeder schools, peer institutions, and number of learners expressing interest in them
- 2.1.3 Comparison of member's analytics with peer institution's analytics
- 2.1.4 Display member's top peer institutions, ranked by cross-interested learners and match strength
- 2.1.5 View of the percentage of learners interested in both the member and peer institutions
- 2.1.6 Ability to define which peer institutions to analyze
- 2.1.7 Ability to define geographical region and date range filters in analytical views
- 2.1.8 Export of analytics data from standard reports and comparisons

**Lowest Price Commitment Certification**

In accordance with regulations established for California Public Contract Code 20661(a)(2), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available to California Community College Districts, upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available to the California Community College Districts, for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

**PARCHMENT LLC**

By:  Date: May 20, 2021  
Richard Smith (May 20, 2021 16:41 PDT)

Print Name: Richard Smith Title: CFO



**Parchment Award - Diploma Services Pricing:**

Parchment will provide tiered pricing based on adoption rates within each of the 10 California Community College Regions (see tables below) for our Award diploma services. Services will be offered at \$8.50 per issuance of print and digital diplomas (which includes material, postage, and tracking) to start. This per unit price, for example, will be reduced to \$7.75 per unit for all existing members when the regional adoption meets or exceeds 30.01% of the regional membership. The per unit cost will be further reduced to \$7.00 per unit for all existing members when the regional adoption meets or exceeds 61.01% of the regional membership. Lastly, The per unit cost will be further reduced to \$6.50 per unit for all existing members when the regional adoption meets or exceeds 92.51% of the regional membership. All pricing will be set for the initial term from the date of contract sign so if, for example, a campus joins at the tier 1 level rate of \$8.50 but then during their initial term additional campuses from their Region join the platform to the tier 3 level, their new rate of \$7.00 will go into effect at the time of renewal.

All pricing includes paper diploma/certificate template manufacturing for up to three unique credential types. Any additional credentials beyond this come with a \$1,000 one time diploma/certificate template manufacturing fee which is assessed per unique credential.

Paper diploma/certificate sizes vary across the System. Based on our research, most campuses have 8.5x11, 8x10, and 9x7 as the predominant sizes. If a campus has a unique size or wishes to increase their diploma/certificate size above 9x12, additional fees could apply above those represented in the table below since larger sizes come with additional weight, postage and handling requirements.

**Regional Adoption Per Unit Pricing:**

Pricing is based on adoption within each of the 10 regions across the California Community College System.

Pricing Tiers	Adoption by Region	Diploma/Certificate Rate
Tier 1	0%-30%	\$8.55
Tier 2	30.01%- 61%	\$7.80
Tier 3	61.01%-92.5%	\$7.05
Tier 4	92.51%-100%	\$6.55

**Regions:**

Please note that campuses can join in any order within each region. The order listed below is alphabetical and is there to show the percentage of total for pricing purposes.

Region 1		Region 2		Region 3	
Institution Name	% of Total	Institution Name	% of Total	Institution Name	% of Total
Butte College	17%	American River College	8%	Berkeley City College	8%
College of the Redwoods	33%	Calbright College	17%	Cañada College	15%
College of the Siskiyous	50%	Cosumnes River College	25%	City College of San Francisco	23%
Feather River	67%	Folsom Lake	33%	College of	31%



College		College		Alameda	
Lassen Community College	83%	Lake Tahoe Community College	42%	College of Marin	38%
Shasta College	100%	Mendocino College	50%	College of San Mateo	46%
		Napa Valley College	58%	Contra Costa College	54%
		Sacramento City College	67%	Diablo Valley College	62%
		Sierra College	75%	Laney College	69%
		Solano Community College	83%	Los Medanos College	77%
		Woodland Community College	92%	Merritt College	85%
		Yuba College	100%	Santa Rosa Junior College	92%
				Skyline College	100%

Region 4		Region 5		Region 6	
Institution Name	% of Total	Institution Name	% of Total	Institution Name	% of Total
Cabrillo College	8%	Bakersfield College	7%	Allan Hancock College	13%
Chabot College	15%	Cerro Coso Community College	13%	Antelope Valley College	25%
De Anza College	23%	Clovis Community College	20%	College of the Canyons	38%
Evergreen Valley College	31%	College of the Sequoias	27%	Cuesta College	50%
Foothill College	38%	Columbia College	33%	Moorpark College	63%
Gavilan College	46%	Fresno City College	40%	Oxnard College	75%
Hartnell College	54%	Madera Community College	47%	Santa Barbara City College	88%
Las Positas College	62%	Merced College	53%	Ventura College	100%
Mission College	69%	Modesto Junior College	60%		
Monterey Peninsula College	77%	Porterville College	67%		
Ohlone College	85%	Reedley College	73%		

San Jose City College	92%	San Joaquin Delta College	80%		
West Valley College	100%	Taft College	87%		
		West Hills College -- Coalinga	93%		
		West Hills College Lemoore	100%		

Region 7		Region 8		Region 9	
Institution Name	% of Total	Institution Name	% of Total	Institution Name	% of Total
Compton College	7%	Cerritos College	7%	Barstow College	8%
East Los Angeles College	14%	Citrus College	14%	Chaffey College	17%
El Camino College	21%	Coastline Community College	21%	College of the Desert	25%
Glendale Community College	29%	Cypress College	29%	Copper Mountain College	33%
Los Angeles City College	36%	Fullerton College	36%	Crafton Hills College	42%
Los Angeles Harbor College	43%	Golden West College	43%	Moreno Valley College	50%
Los Angeles Mission College	50%	Irvine Valley College	50%	Mt. San Jacinto College	58%
Los Angeles Pierce College	57%	Long Beach City College	57%	Norco College	67%
Los Angeles Southwest College	64%	Mt. San Antonio College	64%	Palo Verde College	75%
Los Angeles Trade Technical College	71%	Orange Coast College	71%	Riverside City College	83%
Los Angeles Valley College	79%	Rio Hondo College	79%	San Bernardino Valley College	92%
Pasadena City College	86%	Saddleback College	86%	Victor Valley College	100%
Santa Monica College	93%	Santa Ana College	93%		
West Los Angeles College	100%	Santiago Canyon College	100%		

**Region 10**

Institution Name	% of Total
Cuyamaca College	11%
Grossmont College	22%
Imperial Valley College	33%
MiraCosta College	44%
Palomar College	56%
San Diego City College	67%
San Diego Mesa College	78%
San Diego Miramar College	89%
Southwestern College	100%

All regions are defined by this map:

<https://www.caccrao.org/userfiles/file/CACCRAORegionsMap.pdf>.

If FCCC sees any errors, please let us know and we will update the above table.

### Receive and Recruit Discounted Pricing

Receive and Recruit Pricing is an annual subscription fee based upon the total number full time enrolled students at the institution. The pricing below reflects a flat 3% discount on annual subscription fees.

Institution Name	Receive Premium Discount Pricing	Recruit Discount Pricing
Allan Hancock College	\$4,850.00	\$7,760.00
American River College	\$14,550.00	\$7,760.00
Antelope Valley College	\$4,850.00	\$7,760.00
Bakersfield College	\$14,550.00	\$7,760.00
Barstow Community College	\$4,850.00	\$2,910.00
Berkeley City College	\$4,850.00	\$5,335.00
Butte College	\$4,850.00	\$7,760.00
Cabrillo College	\$4,850.00	\$7,760.00
Calbright College	\$2,425.00	NA
Canada College	\$4,850.00	\$5,335.00
Cerritos College	\$14,550.00	\$7,760.00
Cerro Coso Community College	\$4,850.00	\$5,335.00
Chabot College	\$4,850.00	\$7,760.00
Chaffey College	\$14,550.00	\$7,760.00
Citrus College	\$4,850.00	\$7,760.00
City College of San Francisco	\$14,550.00	NA
Clovis Community College	\$4,850.00	NA
Coastline Community College	\$4,850.00	\$7,760.00
College of Alameda	\$4,850.00	\$5,335.00
College of Marin	\$4,850.00	\$5,335.00
College of San Mateo	\$4,850.00	\$5,335.00

College of the Canyons	\$14,550.00	\$7,760.00
College of the Desert	\$4,850.00	\$7,760.00
College of the Redwoods	\$4,850.00	\$5,335.00
College of the Sequoias	\$4,850.00	\$7,760.00
College of the Siskiyou	\$2,425.00	\$2,910.00
Columbia College	\$4,850.00	\$2,910.00
Compton Community College	\$4,850.00	\$5,335.00
Contra Costa College	\$4,850.00	\$5,335.00
Copper Mountain Community College	\$2,425.00	NA
Cosumnes River College	\$4,850.00	\$7,760.00
Crafton Hills College	\$4,850.00	\$5,335.00
Cuesta College	\$4,850.00	\$7,760.00
Cuyamaca College	\$4,850.00	\$5,335.00
Cypress College	\$7,275.00	\$9,700.00
De Anza College	\$7,275.00	\$7,760.00
Diablo Valley College	\$14,550.00	\$7,760.00
East Los Angeles College	\$14,550.00	\$7,760.00
El Camino College	\$14,550.00	NA
Evergreen Valley College	\$4,850.00	\$5,335.00
Feather River College	\$4,850.00	\$2,910.00
Folsom Lake College	\$4,850.00	\$5,335.00
Foothill College	\$4,850.00	\$7,760.00
Fresno City College	\$14,550.00	\$7,760.00
Fullerton College	\$14,550.00	\$9,700.00
Gavilan College	\$4,850.00	NA
Glendale Community College	\$4,850.00	\$7,760.00
Golden West College	\$4,850.00	\$7,760.00
Grossmont College	\$7,275.00	\$7,760.00
Hartnell College	\$4,850.00	\$7,760.00
Imperial Valley College	\$4,850.00	\$5,335.00
Irvine Valley College	\$4,850.00	\$7,760.00
Lake Tahoe Community College	\$4,850.00	\$2,910.00
Laney College	\$4,850.00	\$7,760.00
Las Positas College	\$4,850.00	\$5,335.00
Lassen College	\$4,850.00	\$2,910.00
Long Beach City College	\$14,550.00	\$9,700.00
Los Angeles City College	\$4,850.00	\$7,760.00
Los Angeles Harbor College	\$4,850.00	\$5,335.00
Los Angeles Mission College	\$4,850.00	\$5,335.00
Los Angeles Pierce College	\$7,275.00	\$7,760.00
Los Angeles Southwest College	\$4,850.00	\$5,335.00

Los Angeles TradeTech College	\$4,850.00	\$7,760.00
Los Angeles Valley College	\$7,275.00	\$7,760.00
Los Medanos College	\$4,850.00	\$5,335.00
Madera College	\$4,850.00	NA
Mendocino College	\$4,850.00	\$2,910.00
Merced College	\$4,850.00	\$7,760.00
Merritt College	\$4,850.00	\$5,335.00
Miracosta College	\$4,850.00	\$7,760.00
Mission College	\$4,850.00	\$5,335.00
Modesto Junior College	\$7,275.00	\$7,760.00
Monterey Peninsula College	\$4,850.00	\$5,335.00
Moorpark College	\$4,850.00	\$7,760.00
Moreno Valley College	\$4,850.00	NA
Mt. San Antonio College	\$14,550.00	NA
Mt. San Jacinto College	\$7,275.00	\$9,700.00
Napa Valley College	\$4,850.00	\$5,335.00
Norco College	\$4,850.00	NA
Ohlone College	\$4,850.00	\$5,335.00
Orange Coast College	\$14,550.00	\$9,700.00
Oxnard College	\$4,850.00	NA
Palo Verde College	\$4,850.00	\$5,335.00
Palomar College	\$14,550.00	\$9,700.00
Pasadena City College	\$14,550.00	\$7,760.00
Porterville College	\$4,850.00	\$5,335.00
Reedley College	\$4,850.00	\$7,760.00
Rio Hondo College	\$7,275.00	\$7,760.00
Riverside City College	\$14,550.00	\$9,700.00
Sacramento City College	\$14,550.00	\$7,760.00
Saddleback College	\$7,275.00	\$9,700.00
San Bernardino Valley College	\$4,850.00	\$9,700.00
San Diego City College	\$7,275.00	NA
San Diego Mesa College	\$14,550.00	\$7,760.00
San Diego Miramar College	\$7,275.00	\$7,760.00
San Joaquin Delta College	\$7,275.00	\$7,760.00
San Jose City College	\$4,850.00	\$5,335.00
Santa Ana College	\$14,550.00	\$7,760.00
Santa Barbara City College	\$4,850.00	\$7,760.00
Santa Monica College	\$14,550.00	\$7,760.00
Santa Rosa Junior College	\$14,550.00	\$7,760.00
Santiago Canyon College	\$4,850.00	\$7,760.00
Shasta College	\$4,850.00	\$5,335.00

Sierra College	\$7,275.00	\$7,760.00
Skyline College	\$4,850.00	\$5,335.00
Solano Community College	\$4,850.00	\$5,335.00
Southwestern College	\$7,275.00	\$7,760.00
Taft College	\$4,850.00	\$5,335.00
Ventura College	\$4,850.00	NA
Victor Valley College	\$4,850.00	\$7,760.00
West Hills College Coalinga	\$4,850.00	\$5,335.00
West Hills College Lemoore	\$4,850.00	NA
West Los Angeles College	\$4,850.00	\$7,760.00
West Valley College	\$4,850.00	\$5,335.00
Woodland Community College	\$4,850.00	NA
Yuba College	\$4,850.00	\$5,335.00

### Parchment Award CLR Services Discounted Pricing

CLR Services is an annual subscription fee based upon the total number of full time enrolled students at the institution. The pricing below reflects a flat 3% discount on annual subscription fees. The Annual Subscription includes unlimited issuing of one CLR credential design template during that year timeframe. Each additional credential design is an additional \$2,500.

The first custom CLR credential design template must include CLR Services Consulting. There are two options, depending on the CLR readiness of the institution:

- Two, 8 hour days (16 hours) \$14,950
- Five, 8 hour days (40 hours) = \$29,250

Account Name	CLR Services Pricing Annual License Fees
Allan Hancock College	\$21,825.00
American River College	\$58,200.00
Antelope Valley	\$21,825.00
Bakersfield College	\$58,200.00
Barstow Community College	\$21,825.00
Berkeley City College	\$21,825.00
Butte College	\$21,825.00
Cabrillo College	\$21,825.00
Calbright College	\$9,215.00
Canada College	\$21,825.00
Cerritos College	\$58,200.00
Cerro Coso Community College	\$21,825.00
Chabot College	\$21,825.00
Chaffey College	\$58,200.00
Citrus College	\$21,825.00



City College of San Francisco	\$58,200.00
Clovis Community College	\$21,825.00
Coastline Community College	\$21,825.00
College of Alameda	\$21,825.00
College of Marin	\$21,825.00
College of San Mateo	\$21,825.00
College of the Canyons	\$58,200.00
College of the Desert	\$21,825.00
College of the Redwoods	\$21,825.00
College of the Sequoias	\$21,825.00
College of the Siskiyou	\$9,215.00
Columbia College	\$21,825.00
Compton Community College	\$21,825.00
Contra Costa College	\$21,825.00
Copper Mountain Community College	\$9,215.00
Cosumnes River College	\$21,825.00
Crafton Hills College	\$21,825.00
Cuesta College	\$21,825.00
Cuyamaca College	\$21,825.00
Cypress College	\$33,950.00
De Anza College	\$33,950.00
Diablo Valley College	\$58,200.00
East Los Angeles College	\$58,200.00
El Camino College	\$58,200.00
Evergreen Valley College	\$21,825.00
Feather River College	\$21,825.00
Folsom Lake College	\$21,825.00
Foothill College	\$21,825.00
Fresno City College	\$58,200.00
Fullerton College	\$58,200.00
Gavilan College	\$21,825.00
Glendale Community College	\$21,825.00
Golden West College	\$21,825.00
Grossmont College	\$33,950.00
Hartnell College	\$21,825.00
Imperial Valley College	\$21,825.00
Irvine Valley College	\$21,825.00
Lake Tahoe Community College	\$21,825.00
Laney College	\$21,825.00
Las Positas College	\$21,825.00
Lassen College	\$21,825.00

Long Beach City College	\$58,200.00
Los Angeles City College	\$21,825.00
Los Angeles Harbor College	\$21,825.00
Los Angeles Mission College	\$21,825.00
Los Angeles Pierce College	\$33,950.00
Los Angeles Southwest College	\$21,825.00
Los Angeles Trade-Tech College	\$21,825.00
Los Angeles Valley College	\$33,950.00
Los Medanos College	\$21,825.00
Madera College	\$21,825.00
Mendocino College	\$21,825.00
Merced College	\$21,825.00
Merritt College	\$21,825.00
Miracosta College	\$21,825.00
Mission College	\$21,825.00
Modesto Junior College	\$33,950.00
Monterey Peninsula College	\$21,825.00
Moorpark College	\$21,825.00
Moreno Valley College	\$21,825.00
Mt. San Antonio College	\$58,200.00
Mt. San Jacinto College	\$33,950.00
Napa Valley College	\$21,825.00
Norco College	\$21,825.00
Ohlone College	\$21,825.00
Orange Coast College	\$58,200.00
Oxnard College	\$21,825.00
Palo Verde College	\$21,825.00
Palomar College	\$58,200.00
Pasadena City College	\$58,200.00
Porterville College	\$21,825.00
Reedley College	\$21,825.00
Rio Hondo College	\$33,950.00
Riverside City College	\$58,200.00
Sacramento City College	\$58,200.00
Saddleback College	\$33,950.00
San Bernardino Valley College	\$21,825.00
San Diego City College	\$33,950.00
San Diego Mesa College	\$58,200.00
San Diego Miramar College	\$33,950.00
San Joaquin Delta College	\$33,950.00
San Jose City College	\$21,825.00

Santa Ana College	\$58,200.00
Santa Barbara City College	\$21,825.00
Santa Monica College	\$58,200.00
Santa Rosa Junior College	\$58,200.00
Santiago Canyon College	\$21,825.00
Shasta College	\$21,825.00
Sierra College	\$33,950.00
Skyline College	\$21,825.00
Solano Community College	\$21,825.00
Southwestern College	\$33,950.00
Taft College	\$21,825.00
Ventura College	\$21,825.00
Victor Valley College	\$21,825.00
West Hills College Coalinga	\$21,825.00
West Hills College Lemoore	\$21,825.00
West Los Angeles College	\$21,825.00
West Valley College	\$21,825.00
Woodland Community College	\$21,825.00
Yuba College	\$21,825.00

## **EXHIBIT G**

**(Master Services Agreement)**

### **SUPPLIER COMMITMENT & PROGRAM PROMOTION**

#### **Supplier Commitment**

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The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

**Corporate Commitment** - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

**Sales Commitment** - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

**Service Commitment** - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

**Communication and Information Commitment** - Establish the following communication links to facilitate customer access and communication:

- ❑ A toll-free national telephone for inquiries and orders
- ❑ Regional or toll-free fax number for inquiries and orders
- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation website use:
  - Standard logos
  - Summary of products and pricing
  - Information web-link to Supplier’s website
  - Overall information about Supplier
  - Other promotional material as desired

#### **Supplier Program Promotion**

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The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

**Account Management Team** – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications

from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from public school districts. Additionally, Foundation suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

**Quarterly Review** – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

**Foundation Purchasing Program Awareness** – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

**Supplier Sales** - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- No cost to participate
- Non-exclusive contracts

**Sales Force Training** - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of Foundation contract
- Understanding of the process of development of the Agreement
- Working knowledge of Foundation Organization and Solicitation Process
- Awareness of the range of Participating Agencies that can access Foundation

**EXHIBIT H**  
(Master Services Agreement)

**SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
<b>TOTAL</b>	-	-			

**NOTE: Reports to be submitted in Microsoft Excel**

\*Excluding taxes, additional services and transportation



**EXHIBIT I**  
**(Master Services Agreement)**

**COOPERATIVE UTILIZATION**

This Master Agreement is available to California Community Colleges only, which are located in the State of California and supported, in part, by the Foundation (referred to individually as “Participating Agency” or collectively as “Participating Agencies”).

A list of all California Community Colleges is provided below for reference.

**List of California Community Colleges**

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901



**EXHIBIT J**  
**(Master Services Agreement)**

**CONTRACT AMENDMENTS/MODIFICATIONS**