



ORDER FORM - PARCHMENT CREDENTIAL SERVICES

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| Member: Wisconsin Department Workforce Development, Division of Vocational Rehabilitation | |
| Effective Date (if left blank, effective date is date signed by Member below): | Initial Order Term: 12 months |
| Member Contact Name: Pamela McGillivray Member Address: 201 East Washington Avenue, Suite G100 Madison, WI 53703 Primary Contact Phone: 608-266-3131 Primary Contact Email: pamelar.mcgillivray@dwd.wisconsin.gov | |
| <u>PARCHMENT CREDENTIAL SERVICES:</u> | |
| Offer Expiration Date: The pricing and terms set forth in this Order Form expires on 1/10/2024 if not signed by Member on or prior to such date. | |
| Parchment Services: Receive Premium | |

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"), and the Parchment Terms and Conditions attached hereto as Exhibit B (collectively, the "Agreement"), effective as of the Effective Date above. 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. Subsequent renewals, if any, shall be agreed upon, in writing, between the parties prior to the expiration of the Initial Order Term.

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| Parchment LLC | Wisconsin Department Workforce Development, Division of Vocational Rehabilitation |
| Name: Matthew Pittinsky | Name: Pamela McGillivray |
| Signature: Matthew Pittinsky Digitally signed by Matthew Pittinsky Date: 2024.01.04 09:51:00 -05'00' | Signature: 236276D77EED448... |
| Title: CEO | Title: DWD Deputy Secretary |
| Date: January 4, 2024 | Date: 1/8/2024 |



**EXHIBIT A
STATEMENT OF WORK
PARCHMENT RECEIVE PREMIUM**

Parchment and Member have entered into this Statement of Work as of the Effective Date and agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. **FEES AND PAYMENT.** Parchment Receive Premium has two fee components: an annual subscription fee and Member-pay optional fees. Member agrees to pay Parchment the fees as set forth below.

Annual Subscription Fee. Member shall pay an annual subscription fee for the first year of the Initial Order Term of \$4,500 for Parchment Receive Premium.

Subsequent annual subscription fees during the Term of this Agreement are based on the number of Credentials delivered to Member in the prior 12 months. Invoices are due within thirty (30) days of receipt by Member. Parchment will increase the subscription fee by five percent (5%) year-over-year, effective as of the commencement of each annual period during the Term of this Agreement, or the subscription fees will be increased based on the number of Credentials delivered to Member in the prior 12 months as indicated above, whichever is greater.

One-time set-up fee. In addition to the Annual Subscription Fee, Member shall pay a one-time set-up fee of \$2,500 at contract signing.

Member-Pay Optional Fees. Member may elect to request Credentials on its own behalf as Registrar Admin Initiated Requests (RAIR requests), and if so elected, Member shall pay the Credential Request fees as outlined below.

Post-Pay: Member shall pay for all Registrar Admin-Initiated Requests (RAIR) made via the Parchment Receive Premium Service. The fee for each Credential Request is the fee charged by the Credential Issuer for the Credential Request, including any surcharges and print and mail delivery fees. Parchment will invoice Member monthly in arrears for these fees and such invoiced amount shall be due and payable within thirty (30) days of receipt of the relevant invoice. In the event Member fails to timely pay such invoices, Parchment will charge Member on a per-request basis at the time of request.

Payment Terms. Parchment shall invoice Member for the applicable subscription fees as selected above, and such subscription fees shall be due and payable by Member within thirty (30) days of receipt of the relevant invoice. All fees are **non-refundable.**

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

3. ADDITIONAL TERMS FOR PARCHMENT RECEIVE PREMIUM.

3.1 **Deliveries.** Promptly upon receipt of notice of availability of Credentials through Parchment Receive, Member will download such Credentials. If for any reason the transmission of a document is unsuccessful or not accepted, Member will immediately notify Parchment at parchment.com or such other means communicated by Parchment. Parchment's sole liability for any unsuccessful download or non-acceptance will be limited to the redelivery of the document. Member agrees and acknowledges that any Credentials provided by Parchment in a modified format (e.g., xml) are not guaranteed to be accurate or correct by Parchment, and Parchment is not responsible for any errors in such modified Credentials.

3.2 **Third Party Institutions.** In addition, if Member is acting as an agent for a third-party institution, Member must provide Parchment with a list of such institutions, to which Parchment may consent or reject in its sole and absolute authority. If Parchment should reject any such sub-Member, Member will not provide such Party with access to the Services of Parchment, whether directly or indirectly. Parchment will have ten (10) days from its written receipt of notice of any such sub-Member to accept or reject such sub-Member. Parchment's failure to respond in such period will be deemed an approval of such sub-Member subject to execution by Parchment, Member and sub-Member of an agreement in form and substance satisfactory to Parchment.

3.3 **Third Party Networks.** If Member wishes to utilize a third party data exchange network (e.g., SPEEDE or eTranscript California), Member is responsible for providing any required membership or fees.

3.4 **Premium Version.** If Member orders premium Parchment Receive:

- a. ***Credential Requests and Usage.*** Member represents and warrants that it will not: (i) initiate a request for any Credential unless the Credential Owner to whom such Credential applies has indicated an interest in attending Member's institution; or (ii) use, fail to protect, initiate any request, or disclose any Credential (A) in violation of any law or (B) for any purpose, except as permitted by the applicable Credential Owner.
- b. ***Restrictions.*** Member agrees that it will not, and will not permit any third party to: (i) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the receive data; (ii) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Receive data for any purposes; (iii) use the Receive data for market research or in any way to create products or services similar to or competitive with receive services; (iv) use the Receive data relating to a student or applicant against that student or applicant in admissions or financial aid decisions; or (v) use Parchment Receive or any Receive data to identify or attempt to identify any individual student or applicant. receive data may not be used to discriminate against students on the basis of race, religion, creed, national origin, age, sex, socioeconomic background, sexual orientation, veteran status or a disabling condition.
- c. ***Use.*** Member agrees that Parchment Receive is a tool to be used in the admissions process and does not replace the skill or judgment of admissions and enrollment personnel to find appropriate students.



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, including the applicable Parchment Services description, a copy of which is attached for reference as [Attachment 1](#).

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 one or more Statements of Work (attached to the Order Form as [Exhibit A](#)), and these Terms and Conditions (attached to the Order Form as [Exhibit B](#)).

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, a copy of which is attached for reference 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 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 institution, division or location. Member will be responsible for participating institutions' compliance with the terms and conditions of this Agreement, as applicable. A breach of the terms and conditions of this Agreement by a participating institution may constitute a breach of this Agreement by Member. **Intentionally Omitted.**

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 Intentionally Omitted.

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) 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; (iv) monitor and promptly respond to any requests for Credentials; and (v) 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 process 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. The parties agree that any processing of Member Data that is subject to the General Data Protection Regulation (GDPR) or the California Consumer Privacy Act (CCPA), if any, and solely to the extent such Member Data is processed by Parchment under the proper jurisdiction and scope of the GDPR and CCPA respectively, will be subject to the Data Protection Addendum, available [here](https://www.parchment.com/data-protection-addendum-2021/) (<https://www.parchment.com/data-protection-addendum-2021/>), which, solely to the extent applicable, is hereby incorporated by reference.

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, at Member's request, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may also request for Parchment to provide training services related to Member's use of the

Parchment Services. Applicable fees, if any, shall be disclosed and agreed to by the parties in advance.

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

6.5 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 is exempt from federal, state and local taxes and shall provide, upon request, a tax exemption certificate.



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. 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, 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.

12.9 Service Level Agreement. Parchment shall make the Parchment Services available subject to the terms of this Agreement and the Parchment Service Level Agreement, available [here \(https://www.parchment.com/service-level-agreement/\)](https://www.parchment.com/service-level-agreement/).

12.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflicts of law principles. The Parties hereby consent to the personal and exclusive jurisdiction of the federal and state courts of the State of Wisconsin.