

VIRTUAL STRONGBOX ACTIVATION AGREEMENT

CU*ANSWERS
A CREDIT UNION SERVICE ORGANIZATION

PREAMBLE

*THIS VIRTUAL STRONGBOX ACTIVATION AGREEMENT (“Agreement”) is made as of [DATE], by and between CU*ANSWERS, of 6000 28th Street S.E., Grand Rapids, Michigan 49546 (“CU*ANSWERS”) and CREDIT UNION, [ADDRESS] (“CREDIT UNION”).*

1. SERVICES PROVIDED.

CU*ANSWERS upon receipt of this executed Agreement shall on or before the CREDIT UNION Implementation Date, or as soon as is commercially reasonable, shall configure or cause to be configured CREDIT UNION access to Virtual StrongBox (“VSB”).

2. CONDITIONS OF THE SERVICES.

The following provisions apply to any services provided by CU*ANSWERS pursuant to this Agreement:

- (a) CREDIT UNION agrees and attests that it has a signed and executed Master Services Agreement with Virtual StrongBox, Inc., and a signed and executed Virtual StrongBox Order Form. CREDIT UNION further attests that such Agreements provide CREDIT UNION with an “Implementation Date” or “Activation Date” and such date is accurately reflected on the Order Form, below.
- (b) CREDIT UNION agrees that access to VSB is a non-critical service offered on an “as is” basis. CREDIT UNION also agrees that access to VSB is not a high availability service, and may not be available in the event of a disaster.
- (c) CREDIT UNION agrees that support for VSB access is provided on a best effort basis only, from 8am to 5pm Eastern Time, excluding weekends and paid holidays. CREDIT UNION agrees that CU*ANSWERS cannot provide unlimited support on all aspects of the VSB Access.
- (d) CREDIT UNION assumes the risk for activating VSB access, and agrees that CU*ANSWERS provides no warranties or representations with respect to the access provided to VSB, or the availability or functionality of VSB.
- (e) CREDIT UNION agrees that CU*ANSWERS does not monitor access to, or use of, VSB.
- (f) CU*ANSWERS reserves the right at all times to disclose any information as CU*ANSWERS deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CU*ANSWERS’s sole discretion.
- (g) CREDIT UNION agrees that CU*ANSWERS’ network affiliated partner organizations (“asterisk.com Partners”) may be used to fulfill service obligations to CREDIT UNION on behalf of CU*ANSWERS without prior notice to CREDIT UNION. CU*ANSWERS

agrees in such an event, the asterisk.com Partners shall adhere to the same terms and conditions as agreed upon between CU*ANSWERS and CREDIT UNION with respect to those services.

3. TERM AND TERMINATION.

This Agreement shall be perpetual unless terminated. CREDIT UNION may terminate this Agreement at any time upon written notice to CU*ANSWERS, and that CU*ANSWERS shall have the right, in its sole discretion, to either terminate CREDIT UNION access to VSB or terminate the Agreement in its entirety, in the event:

- (a) CREDIT UNION violates any provision of this Agreement. CU*ANSWERS and CREDIT UNION shall work to resolve issues giving rise to access termination within a commercially reasonable time, and if the issues are resolved as required by CU*ANSWERS, access shall be reinstated.
- (b) CREDIT UNION uses this service for any purpose that is unlawful or prohibited by these terms and conditions, or CREDIT UNION fails to comply with any applicable local, state, federal and international laws, government rules or requirements;
- (c) CREDIT UNION undermines the security or integrity of computing systems or networks or attempts to gain unauthorized access.
- (d) CREDIT UNION's usage of the Services results in, or is the subject of, legal action or threatened legal action, against CU*ANSWERS or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.
- (e) CU*ANSWERS may also cancel CREDIT UNION's use of the Services, after thirty (30) days, if the CREDIT UNION is using the Services, as determined by CU*ANSWERS in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which CREDIT UNION conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way.
- (f) CREDIT UNION agrees CU*ANSWERS may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email.

4. INDEMNIFICATION.

CREDIT UNION agrees to defend, indemnify and hold CU*ANSWERS, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from:

- (a) CREDIT UNION use of the Service;
- (b) Any violation by CREDIT UNION of this Agreement;
- (c) Any action taken by CU*ANSWERS as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or
- (d) CREDIT UNION violation of any rights of another.

This means CREDIT UNION cannot sue CU*ANSWERS, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information, to warn you, to suspend or terminate CREDIT UNION access to the Service, or to take any other action during the investigation of a suspected violation or as a result of CU*ANSWERS's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or CREDIT UNION use of the Service. CREDIT UNION acknowledges that CREDIT UNION is responsible for all use of the Service. CREDIT UNION agree to comply with this Agreement and to defend, indemnify and hold harmless CU*ANSWERS from and against any and all claims and demands arising from usage of the Service, whether or not such usage is expressly authorized by you.

5. DISCLAIMER OF WARRANTIES.

- (a) CU*ANSWERS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME CU*ANSWERS MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.
- (b) CREDIT UNION EXPRESSLY UNDERSTANDS AND AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CU*ANSWERS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, CU*ANSWERS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY,

UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

- (c) CU*ANSWERS DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND CU*ANSWERS DISCLAIMS ANY LIABILITY RELATING THERETO.
- (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT CREDIT UNION'S OWN DISCRETION AND RISK, AND CREDIT UNION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CREDIT UNION'S DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. CREDIT UNION FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- (e) NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY CU*ANSWERS WITH RESPECT TO SOFTWARE, SERVICES, BRAND MARKS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION (AND CU*ANSWERS SPECIFICALLY DISCLAIMS) ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY.

CREDIT UNION EXPRESSLY UNDERSTANDS AND AGREES THAT CU*ANSWERS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO CREDIT UNION FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF CU*ANSWERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF CREDIT UNION TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE CREDIT UNION TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY

THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

Except as set forth below, Notwithstanding anything to the contrary herein, in the event CU*ANSWERS cancels CREDIT UNION's Services during the first thirty (30) days after CREDIT UNION purchases the Services, the CREDIT UNION will receive a refund of any fees paid to CU*ANSWERS in connection with the Services being canceled. In the event CU*ANSWERS deletes CREDIT UNION's Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. CREDIT UNION agrees that the CREDIT UNION will not be entitled to a refund of any fees paid to CU*ANSWERS if, for any reason, CU*ANSWERS takes corrective action with respect to CREDIT UNION's improper or illegal use of its Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Implementation Date listed below.

Name

Credit Union Name

Implementation (Activation) Date

Phone Number

Email

I, the undersigned, hereby represent and warrant I have authority to sign this Agreement on behalf of the credit union identified above.

Authorization

Fax this signed order form to 616-285-7285, Attention CU*Answers Client Services and Education.

CU*ANSWERS, INC.

CREDIT UNION

Randy Karnes

CEO

[Name]

[Title]

Date

Date