

## **RELEASE OF LIABILITY**

CREDIT UNION, and its officers, employees, directors, and agents, in consideration of such benefits and other good and valuable consideration, release absolutely, forever discharge, and covenant not to sue CU\*ANSWERS, and its officers, employees, directors, agents, and business partners or software providers, from and concerning all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for losses or other damages as a result of during, arising out of, or as a result of CREDIT UNION opting-out of the automatic unenrollment of CREDIT UNION members in CU\*TALK if members have not accessed CU\*TALK services in the last sixty (60) days.

CREDIT UNION assumes the risk of and shall indemnify CU\*ANSWERS, its directors, officers, employees and agents and shall hold it and them harmless from and against any actions, suits, damages, judgments, costs, charges, expenses, attorney fees, and consequences of any liabilities of any nature, incurred, made or suffered by any third party in connection with CREDIT UNION electing to maintain enrollment in CU\*TALK for members who have not accessed CU\*TALK services in the last sixty (60) days.

CREDIT UNION will provide indemnification under this Release only if CU\*ANSWERS:

- (1) Notifies CREDIT UNION promptly in writing of any such claim;
- (2) Grants CREDIT UNION sole right (at the option of CREDIT UNION) to control the defense and disposition of such claim, and
- (3) Provides CREDIT UNION with reasonable cooperation and assistance in the defense and disposition of any such claim.

CREDIT UNION reaffirms that software and other services provided by CU\*ANSWERS cannot be guaranteed to be error free and agrees to implement reasonable processes to ensure the reliability and functionality of the software and services.

It is understood and agreed that this change is made in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by

the laws of the State of Michigan. This Release has been read and fully understood by the undersigned.

**CU\*ANSWERS, INC.**

**CREDIT UNION**



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**Geoff Johnson**

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**Name**

**CEO**

**Title**

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**September 6, 2022**

**Date**

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**Date**