

MASTER API ACCESS AGREEMENT

Contents

1. Terms.....	1
2. License Rights.....	1
3. [VENDOR] Representations and Obligations.....	4
4. [VENDOR] Applications.....	5
5. API Termination.....	7
6. Technical Support and Service Levels.....	8
7. Fees.....	8
8. Term and Termination.....	8
9. Confidentiality.....	9
10. Data Security.....	10
11. Exclusive Remedy.....	11
12. Indemnification.....	11
13. Representations and Warranties; Disclaimers.....	11
14. Excusable Delays.....	12
15. Statute of Limitations.....	12
16. Dispute Resolution.....	12
17. No Agency.....	13
18. Governing Law, Jurisdiction, and Venue.....	13
19. General Provisions.....	13

*This Master API Access Agreement (this "Agreement") is made by and between CU*Answers, Inc., A Client Service Organization and Michigan Corporation (identified herein as "CU*ANSWERS) and [VENDOR], (the single business entity or organization identified herein as "[VENDOR]").*

1. TERMS.

[VENDOR] desires to use CU*ANSWERS' Application Programming Interface ("API") to develop one or more Applications for potential use with CU*ANSWERS' Software. CU*ANSWERS is willing to grant [VENDOR] access to the API and certain Materials under the terms and conditions set forth in this Agreement. The following definitions apply to this Agreement:

- (a) "Application" means a program that [VENDOR] developed, whether prior to or after entry of this Agreement, which complies with this Agreement, for use in or with a CU*ANSWERS system, including all updates, enhancements, fixes, releases and versions of the program.
- (b) "Materials" means information, documents and other items, including the CU*ANSWERS API and related documentation that CU*ANSWERS may provide, through the API or otherwise, access to. [VENDOR] agrees that each of the Materials and their access may, individually or collectively or in whole or in part, be changed, altered, removed, updated, modified, extended, enhanced, re-released, improved and supplemented by CU*ANSWERS at any time in CU*ANSWERS's sole discretion.

[VENDOR] agrees that this Agreement shall govern any of the updates, modifications, extensions, enhancements, re-releases and improvements of the API or Materials that CU*ANSWERS may make available to [VENDOR].

Any APIs and Materials provided by CU*ANSWERS to [VENDOR] shall be described in the attached Schedule(s), as they may from time to time be executed by the parties. Each Schedule shall be subject to all of the terms and conditions of this Master Services Agreement.

2. LICENSE RIGHTS.

The following provisions shall apply to any API access provided by CU*ANSWERS pursuant to this Agreement:

- (a) **LICENSE.** Subject to the terms and conditions of this Agreement, CU*ANSWERS hereby grants [VENDOR] during the Term of this Agreement, a nonexclusive, nontransferable, limited, revocable, non-sublicensable and non-transferable, royalty-free license to do the following with CU*ANSWERS API:
 - (i) Use the CU*ANSWERS API internally to develop and test Applications using the CU*ANSWERS API to meet the requirements of this Agreement and the Materials; and
 - (ii) Provide Applications developed in conjunction with use of the CU*ANSWERS API to CU*ANSWERS' Clients as may sign Agreements with [VENDOR] from time to time.

- (b) **PROHIBITIONS.** As a condition of the license and rights granted in this Agreement, [VENDOR] agrees to each of the following:
- (i) [VENDOR] agrees to use the CU*ANSWERS API and the Materials only for the purposes expressly set forth in this Agreement;
 - (ii) CU*ANSWERS or its licensors retain(s) all rights, title, and interest, including all intellectual property and proprietary rights, in and to the CU*ANSWERS API and other Materials;
 - (iii) [VENDOR] agrees that the CU*ANSWERS API and other Materials are only licensed and not sold to [VENDOR], and that [VENDOR] does not obtain ownership in any tangible or intangible rights in the CU*ANSWERS API or any other Materials;
 - (iv) [VENDOR] agrees not to make any claim of ownership or interest in the CU*ANSWERS API or the Materials and to notify CU*ANSWERS if anyone makes such a claim to [VENDOR] or [VENDOR] become aware of a claim of ownership or interest in the CU*ANSWERS API or the Materials;
 - (v) [VENDOR] agrees not to make any derivatives of the CU*ANSWERS API and the Materials;
 - (vi) [VENDOR] rights under this Agreement are restricted solely to [VENDOR] and may not be assigned, sublicensed, sold, disposed of, encumbered, or mortgaged;
 - (vii) [VENDOR] agrees to abide by and will not circumvent any security means or access control technology included with the API, the CU*ANSWERS API and the Materials;
 - (viii) [VENDOR] will not solicit user identifications or passwords or any end user data that constitutes any part of the security means or access control for individual subscriber access to any CU*ANSWERS services;
 - (ix) [VENDOR] may not use the CU*ANSWERS API or the Materials for any purpose not expressly permitted by this Agreement;
 - (x) [VENDOR] agrees not to rent, lease, re-sell, lend, upload to or host on any website or server, sell, redistribute, or sublicense the CU*ANSWERS API or any Materials, in whole or in part, or to enable others to do so;
 - (xi) [VENDOR] will not use the CU*ANSWERS API or any Materials to trespass upon, misappropriate, gain unauthorized access to, or engage in any similar activity with respect to, any computer or system of CU*ANSWERS or any other person or entity;

- (xii) [VENDOR] will not use the CU*ANSWERS API or any Materials to disable, defeat the security of, interfere with the security of, remove the digital signature of, or disable the digital rights management, verification or authentication systems of any computer or system of CU*ANSWERS or any other person or entity;
 - (xiii) [VENDOR] will only use the CU*ANSWERS API and the Materials in accordance with all applicable laws and regulations;
 - (xiv) [VENDOR] will not use the CU*ANSWERS API and the Materials for any unlawful or illegal activity, nor to develop any Application which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act; and
 - (xv) [VENDOR]'s Applications will comply with this Agreement and all Materials.
- (c) **STANDARDS.** [VENDOR] acknowledges and agrees that CU*ANSWERS controls all API technical standards. Accordingly, unless otherwise agreed to in writing, [VENDOR] shall be responsible for the purchase, installation and maintenance of all computer equipment, including without limitation, wiring and cabling located at [VENDOR]'s site, as may be required from time to time.
- (d) **BRAND MARKS.** As necessary or appropriate for each party to operate, describe, promote or link their respective websites and web services, and promote the Applications through mutually agreed other advertising, each party grants the other party a worldwide, non-exclusive, nontransferable right to use and display its Brand Marks during the term of this Agreement. Presentation of the Brand Marks shall be in accordance with conventions specified by the party owning such Brand Marks. Use of the Brand Marks shall be confined to the purposes of this Agreement and shall not be altered for any reason. For purposes of this Agreement, "Brand Marks" mean the parties' respective trademarks, service marks, trade names, logos, slogans and advertising (including text, graphic or audiovisual features of icons, banners, frames, etc. to the extent distinctive to either party) and, if provided by either party, depiction of characters or celebrities.

If advertising or content supplied by either party pertaining to its products, services or business embodies any work of authorship protected under U.S. or foreign copyright laws or database interest protected under international laws or conventions, the party supplying such material shall be responsible for securing rights and licenses necessary for the use and exercise of such interests incident to the Services.

- (e) **AUDIT.** CU*ANSWERS may audit, and [VENDOR] will cooperate with any such audit of, [VENDOR] compliance with the terms of this Agreement. For sake of clarity, the right to audit includes, but is not limited to, the right to audit [VENDOR] compliance, and the compliance of [VENDOR] Applications, with any and all of the following: (i) information security requirements. (ii) Application performance security requirements, and (iii) any requirements that CU*ANSWERS provides to you in the Materials.

3. [VENDOR] REPRESENTATIONS AND OBLIGATIONS.

[VENDOR] represents that:

- (a) [VENDOR] will not allow any other person or party not acting on behalf of [VENDOR] to access the API through [VENDOR]'s account;
- (b) [VENDOR] will safeguard [VENDOR]'s account information, including any username, password and PIN, from unauthorized access or use;
- (c) [VENDOR] will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, convert to any use not authorized by CU*ANSWERS or claim ownership in the API and [VENDOR] will not enable anyone else to do any of these things;
- (d) [VENDOR] will not use the API for any unlawful purpose, to harass any person, or for any purpose not allowed by CU*ANSWERS;
- (e) [VENDOR] will solicit and obtain any and all necessary consent in accordance with applicable laws, regulations and industry standards related in any way to [VENDOR] access to, use of or other activities involving the API;
- (f) [VENDOR] will not violate any laws or regulations of the United States;
- (g) [VENDOR] will not remove, obscure or modify any copyright notices, trademarks or other proprietary rights notices on or contained in any information on or obtained from the API;
- (h) [VENDOR]'s Application and all information and any other content provided or used with or through [VENDOR]'s Application, whether provided directly or indirectly to CU*ANSWERS or to any customer of CU*ANSWERS, or any other person, do not and will not violate, misappropriate, or infringe any CU*ANSWERS or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g. musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc., for content and materials that may be included in [VENDOR]'s Application);
- (i) No version of [VENDOR]'s Application, in whole or in part, is or has been the subject of any suit, claim or demand asserting infringement, misappropriation or other violation of any third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights, or the subject of any letter requesting that [VENDOR] take a license under any such third party rights (each an "IP Claim"). [VENDOR] are not aware of any facts that would support the assertion of any IP Claim; and
- (j) [VENDOR] acknowledges and agrees that [VENDOR] is the data controller in respect of any personally identifiable data and/or location data that [VENDOR] collects and uses via [VENDOR]'s Application.

4. [VENDOR] APPLICATIONS.

The following terms apply to any [VENDOR] Applications using or accessing the CU*ANSWERS API:

- (a) [VENDOR] Applications must use only the CU*ANSWERS API as set forth in the Materials that we make available to [VENDOR] and only in the manner specified in the Materials. [VENDOR] Applications must not call within the API (a) any private APIs, or (b) any other APIs not included in the Materials that we make available to [VENDOR]. [VENDOR] Applications also must not install or attempt to install any code that includes additional APIs that may be called within CU*ANSWERS's system.
- (b) [VENDOR] also agrees that [VENDOR] and [VENDOR] Applications will comply at all times with the Materials and all applicable local, state and federal laws and any governmental rules or regulations, including those specifically relevant to privacy, the collection of location data, and to the installation of a computer program on another person's computer, the altering of transmission data, and the sending of electronic messages. [VENDOR] expressly acknowledge that the foregoing includes an obligation to comply with all such laws applicable in any place where an end user of a [VENDOR] Application is ordinarily resident.
- (c) [VENDOR] Applications will not link to or access (or cause a link or access to) any service or website in a manner that will violate the terms and conditions of that service or website. [VENDOR] agrees that if [VENDOR] Application links to or accesses any service or website, [VENDOR] will abide by, and [VENDOR] Application will comply with, the terms and conditions of that service or website.
- (d) [VENDOR] Applications must not use resources of CU*ANSWERS's API, system or service in a manner that would interfere with (i) the operation of the API or (ii) any system alerts, warnings, displays or other functions.
- (e) [VENDOR] Applications will only include, use, be derived from or based on, link to or provide media content (e.g., video, photographs, artwork, audio-visual materials, social media content, maps) or other information and materials (e.g., news reports, sports scores, financial data, ratings and reviews) if [VENDOR]: (a) has complete and sole ownership thereof with unrestricted rights, or (b) has permission or rights pursuant to a written agreement to reproduce, create derivative works, display, perform and distribute the media content, information or materials, as applicable, and to allow others (through multiple tiers of sublicensing) to reproduce, display, perform and distribute the content as included in [VENDOR] Application to end users for installation and use by end users without any payment of any fees, royalties or any other form of monies by CU*ANSWERS.
- (f) [VENDOR] Application must not contain, link to, access, provide or download any obscene or pornographic material.
- (g) [VENDOR] Applications must not contain, link to, access, provide or download any offensive or defamatory content or materials of any kind or any content or materials that may harm CU*ANSWERS (including but not limited to CU*ANSWERS and each of CU*ANSWERS's

affiliate's name, reputation or good standing in the community) or that CU*ANSWERS clients may find objectionable.

- (h) [VENDOR] Applications will only include, use, be derived from or based on, link to or provide access to third party software that [VENDOR] have permission or rights pursuant to a written agreement to use, make, have made, reproduce, modify, distribute, display, and perform and to allow others to exercise such rights through multiple tiers of sublicensing without any payment of any fees, royalties or any other form of monies by CU*ANSWERS.
- (i) [VENDOR] Applications must not include, use, be derived from or based on, access or link to any Open Source Software or third party software that would require distribution or disclosure of any of the Materials or any other proprietary information of CU*ANSWERS or any other party.
- (j) [VENDOR] Application must not include any form of Open Source Software or third party software for which payment by CU*ANSWERS and/or any end user is required for the distribution or use. [VENDOR] Application must not use any software or content, including but not limited to any Open Source Software having an Open Source License, which imposes obligations that contradict in any way the terms of this Agreement or any requirements in the Materials.
- (k) [VENDOR] will obtain and maintain all necessary rights, clearances, consents, and licenses for, and pay all license, use, redistribution and reuse fees associated with, including, using, providing or linking to any third party content, information, materials or software through [VENDOR] Applications. [VENDOR] expressly acknowledge that the foregoing includes an obligation to obtain and maintain rights, clearances, consents, and licenses for, and pay all license, use, redistribution and reuse fees applicable in any place where an end user of [VENDOR] Applications is ordinarily resident.
- (l) [VENDOR] Applications must not contain any hidden files, any automatically replicating, transmitting or activating computer program, any virus, Trojan horse, worm (or other malicious computer program), or any program that limits normal operation of the API or any other CU*ANSWERS system or other software or services provided through any other CU*ANSWERS system.
- (m) [VENDOR] Applications must not implement voice over IP functionality.
- (n) [VENDOR] agreement to these terms does not obligate CU*ANSWERS to provide or offer to [VENDOR] any service or other agreement, even if CU*ANSWERS offers that agreement or service to others or in other locations.
- (o) [VENDOR] Applications will operate and perform the functionality in the manner [VENDOR] discloses to CU*ANSWERS and [VENDOR]'s disclosure to CU*ANSWERS will include all functionality of [VENDOR] Applications. [VENDOR] will not change the functionality of [VENDOR] Application without re-submitting the modified Application to CU*ANSWERS to review as a new Application. Any documentation distributed with or in [VENDOR] Application and any advertisements or marketing [VENDOR] offer for

[VENDOR] Applications shall accurately describe the operation and functionality and shall not make any false or misleading statements in that regard.

- (p) [VENDOR] Applications will implement state commercially reasonable security to prevent unauthorized access or use by others of the [VENDOR] Applications and to prevent unauthorized access to or use of any system, network, data or other information and materials.
- (q) If [VENDOR] discovers that one or more Applications violates the terms of this Agreement, [VENDOR] must immediately notify CU*ANSWERS and, without limiting any other rights or remedies of CU*ANSWERS, cooperate with CU*ANSWERS as requested to address such violation.
- (r) [VENDOR] expressly acknowledges that by granting to the API and the CU*ANSWERS API, CU*ANSWERS is not warranting to [VENDOR] that an end user has given any consent to the processing of their data by [VENDOR].
- (s) [VENDOR] acknowledges that CU*ANSWERS retains full right to acquire, and has no restrictions under this agreement against acquiring in any way or developing, alone or with others, any new or future service or application regardless of whether it is similar to or in any way the same as any application of [VENDOR].
- (t) CU*ANSWERS may collect information about [VENDOR] and [VENDOR] Applications from [VENDOR]'s use of the API.

5. API TERMINATION.

[VENDOR] understands that CU*ANSWERS has the right to remove access of any [VENDOR] Application from the API at any time without a liability to under one of the following circumstances:

- (a) [VENDOR] have changed the functionality of the [VENDOR] Applications without review of those changes with CU*ANSWERS;
- (b) [VENDOR] failed to meet any of [VENDOR] representations or obligations under this Agreement;
- (c) [VENDOR] Application has a virus or other malware;
- (d) [VENDOR] Application disrupts operation of CU*ANSWERS's API or any other device or system;
- (e) [VENDOR] Application does not meet CU*ANSWERS security requirements;
- (f) Regulation, law or order of a court; or
- (g) This Agreement is terminated.

6. TECHNICAL SUPPORT AND SERVICE LEVELS.

CU*ANSWERS shall provide commercially reasonable technical support to [VENDOR], during normal business hours 9:00am to 5:00pm Eastern Time, Monday through Friday, excluding paid holidays.

[VENDOR] agrees that APIs will require maintenance and upgrades. [VENDOR] agrees that CU*ANSWERS may interrupt any services at any time in the event, in CU*ANSWERS' sole discretion, of maintenance and upgrade requirements.

7. FEES.

- (a) [VENDOR] shall pay the fees for access and license rights to the API. Fees will be fully earned and non-refundable when the API is delivered or put in use. Fees are identified in the Schedule or the then-current Pricing Guide. Services required but not described herein will be charged to [VENDOR] at CU*ANSWERS' standard rates.
- (b) Unless otherwise stated all amounts due shall be paid in U.S. Dollars promptly on receipt of invoice. This may include expenses incurred by CU*ANSWERS.
- (c) Any payment not received within thirty (30) days of the date due shall bear interest from the date due at the rate of one (1%) per month (prorated for partial periods) or the maximum rate permitted by applicable law, whichever is less.
- (d) In the event that payment due to CU*ANSWERS is collected at law or through an attorney-at-law, or under advice therefrom, or through a collection agency, [VENDOR] agrees to pay all costs of collection, including, without limitation, all court costs and actual attorney's fees.
- (e) [VENDOR] shall be responsible for sales or use taxes, transfer taxes, property taxes, or similar obligations imposed by any government authority (except CU*ANSWERS retains responsibility for federal and state taxes on its net income).
- (f) [VENDOR] expressly disclaims CU*ANSWERS' liability for any taxes or duties, however designated are levied (including, but not limited to, sales, use, personal and property taxes), except for taxes related to CU*ANSWERS' income.

8. TERM AND TERMINATION.

The term of this Agreement shall commence on the date the first Schedule becomes effective, and shall continue so long as any Schedule remains in effect, or until otherwise terminated pursuant to the provisions of this Agreement.

Each Schedule shall provide an initial term. Upon expiration of the initial term, each Schedule shall be automatically renewed for successive terms unless terminated.

CU*ANSWERS may terminate this Agreement immediately if [VENDOR]: (i) breach any obligation of this Agreement or fail to comply with the rules and policies set forth in the Materials; (ii) or any person or party acting by, through, for or in concert with [VENDOR] takes any action inconsistent with this Agreement or the rules and policies set forth in the Materials; (iii) files any lawsuit against CU*ANSWERS; (iv) engage in, encourage, or participate in any unlawful, deceitful or fraudulent conduct; (v) become insolvent or file for bankruptcy or become subject to any similar proceeding; or (vi) fail to agree with new rules, policies or modifications to this Agreement as we may make available to [VENDOR].

Upon termination of this Agreement, regardless of the reason, [VENDOR] shall immediately cease use of the API and follow CU*ANSWERS' instructions for the return or destruction of all remaining copies of Materials. [VENDOR] agrees to certify its compliance with the foregoing requirement upon CU*ANSWERS' request.

9. CONFIDENTIALITY.

- (a) **CONFIDENTIAL INFORMATION.** Each party agrees that it shall not use or disclose to any third party any information concerning the trade secrets, methods, process or procedures or any other confidential, financial or business information of the other party which it learns during the course of performance of this Agreement. Each party agrees to treat such information with the same degree of care that it treats its own most confidential information and shall disclose such information only to employees or representatives who require such in the ordinary course and scope of their employment.

The provisions of this Section 4 shall impose no obligation upon the receiving party with respect to information which:

- (i) was publicly available or in the public domain at the time of disclosure;
- (ii) becomes publicly available or in the public domain subsequent disclosure through no fault of the party receiving same;
- (iii) is in the receiving party's possession free of any obligation of confidence to the disclosing party at the time of disclosure; or
- (iv) is disclosed to the receiving party from another source rightfully possessing it.

All of the undertaking and obligations relating to confidentiality and nondisclosure, whether contained in this section or elsewhere in this Agreement shall survive termination of this Agreement.

- (b) **RETURN OF CONFIDENTIAL INFORMATION.** Upon the expiration or any termination of this Agreement, each party shall promptly return, or if return is not feasible, destroy and certify to such destruction, all Confidential Information and proprietary materials of the other party, all copies thereof, and any summaries prepared (to the extent such summaries contain any of the other party's Confidential Information) in its possession or under its reasonable control. Notwithstanding the foregoing, each party may retain one (1) copy of the other party's Confidential Information for archival, legal and audit purposes;

provided, however, that the confidentiality provisions of this Agreement shall apply to all such retained materials for so long as such Confidential Information (or any portion thereof) is in the possession or under the control of the Receiving Party.

10. DATA SECURITY.

- (a) **COMMERCIALLY REASONABLE.** In connection with receiving the API License, [VENDOR] shall take commercially reasonable steps designed to:
- (i) Ensure the privacy and security of credit union Member information, and to protect against anticipated threats and hazards to the security of such information;
 - (ii) Prevent unauthorized access to or use of such information that could result in substantial harm to credit unions or Members; and maintain control and security of its systems and premises.
- (b) **PRIVACY AND SECURITY.** It is the intent of the parties to protect the privacy and confidentiality of the Nonpublic Personal Information (“NPI”) of the members and non-member customers of credit unions during the performance of this Agreement:
- (i) CU*ANSWERS AND [VENDOR] agree that they are prohibited from disclosing or using NPI of members and non-member customers of credit unions other than to carry out the purposes for which CU*ANSWERS disclosed the financial institution customer’s non-public personal information or for any other use allowed under the exceptions listed in 12 CFR §1016.14 or 12 CFR §1016.15 of the Consumer Financial Protection Bureau (CFPB) Rules and Regulations or 12 CFR §748, (including Appendices A and B) of the National Credit Union Administration (“NCUA”) Rules and Regulations (as amended or superseded) and Title V of Gramm-Leach-Bliley Act;
 - (ii) CU*ANSWERS AND [VENDOR] agree to implement appropriate and commercially reasonable measures designed to meet the requirements of the NCUA Rules and Regulations for protecting NPI;
 - (iii) CU*ANSWERS AND [VENDOR] shall disclose within a reasonable time to credit union any breach in the security resulting in unauthorized intrusions into [VENDOR]’s systems that is likely to cause substantial loss or injury to, or result in identity theft with respect to, credit unions or its clients’ members and non-member customers;
 - (iv) The parties acknowledge that they are both subject to 12 CFR Part 717.83 regarding Disposal of Consumer Information, and the parties shall implement policies and procedures to protect against improper disposal of consumer information; and
 - (v) CU*ANSWERS AND [VENDOR] agree that any of its employees who have access to internal information or financial institution member or non-member customer information will be properly trained in their responsibilities under this Agreement sufficiently bondable against fraud or other dishonesty.

11. EXCLUSIVE REMEDY.

[VENDOR] agrees that the liability of CU*ANSWERS and its directors, officers, employees, and agents with regard to the services provided by this Agreement for any actions, suits, damages, judgments, costs, charges, expenses, and attorney fees (“the Losses”) for which they are or may be legally liable, whether arising in negligence or other tort, contract or otherwise shall not exceed in the aggregate the costs of correction of the error, omission or other problem which is the basis for the Losses.

12. INDEMNIFICATION.

[VENDOR] 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 the furnishing of the API and Materials by CU*ANSWERS under this Agreement.

CU*ANSWERS shall not have liability for any claim based on: (i) use of the CU*ANSWERS API not in accordance with this Agreement or Materials; or (ii) failure of [VENDOR] to install an update provided by CU*ANSWERS.

13. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

(a) CU*ANSWERS represents and warrants that:

- (i) The API will possess the full scope of functionalities listed in the Materials, as may be revised by CU*ANSWERS; and
- (ii) CU*ANSWERS further warrants that support will be provided in a professional and workmanlike manner.

(c) CU*ANSWERS does not warrant that:

- (i) The use of its API or Materials will be uninterrupted or error-free;
- (ii) Its API shall not be subject to viruses or contamination; and
- (iii) Its support will be uninterrupted or error-free.

(d) CU*ANSWERS represents and warrants that it has good title to and owns the API free and clear of all liens, encumbrances, claims, or prior right, or copyright, and that it has the unencumbered and unrestricted right to grant the license to [VENDOR] described herein. If a third party threatens or takes action against [VENDOR] alleging that the Software infringes on the third party's proprietary rights, then [VENDOR] agrees to promptly notify CU*ANSWERS of the allegation.

- (e) **DISCLAIMER.** CU*ANSWERS EXPRESSLY DISCLAIMS, AND [VENDOR] HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE API AND MATERIALS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, OR THAT THE LICENSED SERVICES OR THE API WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (f) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NO WARRANTY OR ASSURANCE, EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN BY CU*ANSWERS WITH RESPECT TO THE API, MATERIALS, 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.
- (g) CU*ANSWERS DOES NOT PROVIDE ANY GUARANTEE, CONDITION OR WARRANTY OF THE ACCURACY OF ANY DATA MADE AVAILABLE TO ANY APPLICATION THAT YOU PROVIDE, WHETHER THE DATA IS LOCATION DATA OR ANY OTHER DATA AVAILABLE TO YOUR APPLICATION.

14. EXCUSABLE DELAYS.

Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement where such failure is caused in whole or in part by events, occurrences or causes beyond the reasonable control of the party failing to perform.

15. STATUTE OF LIMITATIONS.

No party may commence an action under this Agreement more than one year: (a) after becoming aware of a breach or of the events giving rise to the claim, or (b) after the earliest date on which such default or circumstance could, in the exercise of reasonable due diligence, have been discovered by such party.

In no event may either party commence any action more than two years after the events giving rise to the claim. The parties waive any statute of limitations to the contrary.

16. DISPUTE RESOLUTION.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be subject to executive review before either party may commence any legal action in connection therewith. Each party shall designate an executive officer that shall serve as its representative. Both representatives shall in good faith attempt to resolve the controversy or claim in issue.

17. NO AGENCY.

It is expressly agreed that CU*ANSWERS and [VENDOR] are independent contractors and not the employee, agent or representative of each other, and the parties shall have no power or authority to enter into agreements or otherwise legally bind the other party. Nothing contained in this Agreement, nor any acts of the parties shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, or of any association between the parties hereto, nor shall anything contained in this Agreement or act of the parties be construed to render any party liable for the debts or obligations of any other party.

18. GOVERNING LAW, JURISDICTION, AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the state courts located in Kent County, Michigan.

19. GENERAL PROVISIONS.

- (a) **COMPLETE AGREEMENT.** This Agreement, including all schedules and exhibits attached hereto, is intended as the complete, final and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes any and all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each party expressly acknowledges that there are no warranties, representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other except as expressly set forth in this Agreement.
- (b) **NO WAIVER.** Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that, or any other, provision. Any waiver by either party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving party.
- (c) **SEVERABILITY.** The invalidity of any paragraph or subparagraph hereof shall not affect the validity of any other subparagraph or paragraph.
- (d) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instruments.
- (e) **BINDING EFFECT.** All of the terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable against the successors and authorized assigns of CU*ANSWERS and [VENDOR].
- (f) **THIRD PARTY RIGHTS.** Nothing in this Agreement express or implied is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

- (g) **ASSIGNMENT.** Neither [VENDOR] nor CU*ANSWERS may assign this Agreement or any rights or obligations under this Agreement without the written consent of the other. Such consent shall not be unreasonably withheld.

- (h) **NOTICES.** [VENDOR] and CU*ANSWERS consent to receive notices by electronic transmission and agree that any such notices shall be legally effective.

CU*ANSWERS, INC.

[VENDOR]

Randy Karnes
CEO

[Name]
President/CEO

Date

Date
