

CUPRODIGY-CLOUD SERVICES LLC CLOUD MASTER SERVICES AGREEMENT

This CUProdigy-Cloud Services LLC Cloud Master Services Agreement (the "Agreement") states the terms and conditions under which CUProdigy-Cloud Services LLC, a Utah limited liability company ("CUProdigy-Cloud") will provide Services to the credit union identified in the order form (the "Credit Union"). This Agreement alternatively refers to CUProdigy-Cloud and Credit Union individually as a "Party" and collectively as the "Parties." The "Effective Date" of this Agreement will be the date Credit Union signs the order form.

1. SERVICES. CUProdigy-Cloud agrees to provide to Credit Union, and Credit Union agrees to purchase from CUProdigy-Cloud, the services specified in Exhibit A, subject to the terms and conditions of this Agreement. The services specified in Exhibit A and any other services provided by CUProdigy-Cloud and/or its contractors pursuant to this Agreement are referred to herein as the "Service" or "Services."

2. FEES AND PAYMENT.

2.1 Agreement to Pay. Credit Union agrees to pay to CUProdigy-Cloud's reseller ("Reseller") all up-front fees, annual fees, quarterly fees, monthly fees, and other fees and costs specified in Exhibit A (the "Fees") in U.S. dollars, without offset or deduction, to the address or account specified by Reseller. Annual Fees are payable in advance on an annual basis and are due in full on the Effective Date for the first year of this Agreement and on the anniversary of the Effective Date for each subsequent year of the Term. Monthly Fees and quarterly Fees will be due in full on the first day of the month or quarter. If no payment schedule is included in Exhibit A for any other Fees, Credit Union shall pay the Fees within thirty (30) days after the date of the Reseller's invoice for them. All Fees that Credit Union pays to Reseller under this Agreement shall be nonrefundable. All Fees not received in full by Reseller within thirty (30) days after the due date will be assessed a late fee of ten percent (10%) of the outstanding balance, and the outstanding balance will thereafter incur interest at a rate of one and a half percent (1½%) per month or the maximum rate allowed by law, whichever is less, until the balance is paid. Credit Union agrees that CUProdigy-Cloud or Reseller can enforce the payment obligations of this Agreement

2.2 Invoice Disputes. Within thirty (30) days from the date of any invoice issued by Reseller to Credit Union, Credit Union agrees to give Reseller detailed written notice of any dispute that Credit Union may have with respect to such invoice. If Credit Union fails to do so, the invoice shall be conclusively deemed to be accurate.

2.3 Taxes. The fees, costs, and other compensation to be paid by Credit Union to the Reseller with respect to the Services are exclusive of all applicable taxes. Credit Union agrees to pay all applicable federal, state, local, and foreign sales, use, value-added, alternative, add-on minimum, transfer, property, franchise, license, excise, import, export, registration, and other taxes, duties, tariffs, and fees associated with its receipt and use of the Services, but excluding any and all taxes on CUProdigy-Cloud's and Reseller's net income, capital, and gross receipts.

3. COOPERATION. CUProdigy-Cloud will designate one or two points of contact to respond to Credit Union's questions and

issues relating to the Services, and Credit Union will designate one or two points of contact to respond to CUProdigy-Cloud's questions and issues relating to the Services. CUProdigy-Cloud may subcontract with third parties to perform all or part of the Services, provided that CUProdigy-Cloud enters into written agreements with such contractors consistent with CUProdigy-Cloud's obligations under this Agreement. Credit Union agrees to cooperate with CUProdigy-Cloud to enable CUProdigy-Cloud to provide the Services, including, on a timely basis, (a) providing CUProdigy-Cloud with access to Credit Union's personnel and information, (b) providing CUProdigy-Cloud with access to and use of Credit Union's premises, computers, and/or other equipment, as necessary to the Services, and (c) responding to CUProdigy-Cloud's inquiries relating to its provision of the Services, during Credit Union's normal business hours.

4. CONFIDENTIALITY.

4.1 Protection and Use of Confidential Information. Each Party agrees to keep strictly confidential all confidential and proprietary information disclosed to it by the other Party pursuant to this Agreement ("Confidential Information"), to protect its confidentiality in the same manner and to the same extent that it protects the confidentiality of similar information of its own (at all times exercising at least a reasonable degree of care), and to use the Confidential Information of the other Party solely for the proper performance and legitimate purposes of this Agreement. Confidential Information will only be protected under this Agreement if it is: (a) clearly identified by the disclosing Party as Confidential Information at the time of its disclosure, or (b) is of a character or is disclosed under circumstances indicating its confidential or proprietary nature. Notwithstanding the foregoing, CUProdigy-Cloud cannot and does not guarantee that no loss, corruption, theft, or misuse of CU Data or other information in CUProdigy-Cloud's possession or control will occur, and CUProdigy-Cloud's sole commitment shall be to use such administrative, technical, and physical security measures as are customary for private businesses of similar size, scope, and type in the credit union business sector.

4.2 Exclusions. The obligations of Section 4.1 shall not apply to any Confidential Information that the receiving Party can demonstrate by contemporaneous written records: (a) was generally known to the public or the industry before its receipt from the disclosing Party; (b) becomes generally known to the public or the industry, without action or omission on the part of the receiving Party; (c) was already known by the receiving Party (except by reason of a prior disclosure from the disclosing Party where such disclosure was made on a confidential basis); or (d) was received without any obligation of confidentiality from a Person (other than the disclosing Party) lawfully having possession of such information and having the right to disclose it.

4.3 Injunctive Relief. If the receiving Party breaches or demonstrates a likelihood of breaching its obligations regarding the use or confidentiality of any Confidential Information, the disclosing Party shall be entitled to equitable relief, including preliminary and permanent injunctive relief, without the necessity of establishing irreparable harm and without the requirement of posting a bond or other security.

4.4 Notice. The receiving Party agrees to notify the disclosing Party promptly in writing of any known, suspected, or threatened unauthorized access, disclosure, reproduction, or use of any Confidential Information.

5. INTELLECTUAL PROPERTY.

5.1 Ownership of CUProdigy-Cloud IP. Except for the use rights expressly granted in this Agreement, CUProdigy-Cloud and its lessors and licensors shall exclusively own and retain all right, title, and interest in and to the CUProdigy-Cloud Systems and all other Intellectual Property of CUProdigy-Cloud or third parties used in providing the Services, all related documentation, and all Intellectual Property rights embodied therein or used thereby. Without limiting the generality of the foregoing, all right, title, and interest in and to all hardware, software, technology, and other Intellectual Property used or developed in the performance of any Services, the CUProdigy-Cloud Systems, or any other CUProdigy-Cloud technology, including but not limited to all software, API, notes, designs, models, prototypes, drawings, data storage media, listings, technical data, and other work product created in the performance of such Services, and all Intellectual Property Rights therein, whether or not created solely by CUProdigy-Cloud or with the participation Credit Union, its employees, contractors, or Authorized Users will belong exclusively to CUProdigy-Cloud (collectively, "CUProdigy-Cloud IP"). The Parties shall take all reasonable actions, at CUProdigy-Cloud's request and expense, to confirm, perfect, and protect such ownership.

5.2 Use of CUProdigy-Cloud IP. Except as expressly authorized in the Agreement, neither Credit Union nor any of its Authorized Users shall copy, sell, assign, sub-license, rent, loan, transfer, use, or provide Access to or use of the Services, the CUProdigy-Cloud Environment, the documentation, or any other CUProdigy-Cloud property or CUProdigy-Cloud IP, without CUProdigy-Cloud's prior written permission. Any third-party Software or other technology shall be subject to the terms and conditions of the license or agreement under which such third party software or technology, or the use thereof, was made available to CUProdigy-Cloud or to Credit Union. Except as may be expressly authorized by CUProdigy-Cloud in writing, neither Credit Union nor any of its Authorized Users shall (i) disassemble, decompile, or reverse engineer any software of CUProdigy-Cloud, except to the extent that any such activities are permitted by applicable laws notwithstanding this prohibition and only after seeking assistance from CUProdigy-Cloud with respect to any interoperability issues, or (ii) copy or create any derivative works based on any such CUProdigy-Cloud software.

5.3 Ownership and Use of Credit Union IP. All rights, title, and interest, including all Intellectual Property rights, in and to all CU Data and all trademarks, graphics, video, text, data, software, copyrighted content, and other materials supplied by Credit Union, including through Credit Union's third-party suppliers, to CUProdigy-Cloud in connection with the Services, as well as the domain name(s) provided by Credit Union or assigned to the Services (the "Credit Union IP"), shall, as between CUProdigy-Cloud and Credit Union, remain the sole and exclusive property of Credit Union or other lawful owner thereof, except as otherwise expressly set forth herein and subject to the right and license of CUProdigy-Cloud and its suppliers to use the Credit Union IP to perform this Agreement.

6. WARRANTIES, DISCLAIMERS, LIMITATIONS.

6.1 Limited Warranty. CUProdigy-Cloud hereby warrants to Credit Union that CUProdigy-Cloud will exercise such skill and diligence in performing the Services as are customary for private businesses of similar size, scope, and

type in the credit union business sector and that the Services will substantially conform to CUProdigy-Cloud's published descriptions of them, which CUProdigy-Cloud may update or change from time to time in its sole discretion (the "Limited Warranty"). If, within ninety (90) days after CUProdigy-Cloud provides a one-time Service or begins performing or materially changes an ongoing Service, Credit Union notifies CUProdigy-Cloud that the Service does not comply with the Limited Warranty and specifies the manner(s) in which such Service does not comply, CUProdigy-Cloud will investigate such warranty claim and, if it is valid, will at CUProdigy-Cloud's option either (a) make reasonable efforts to re-perform or correct the Service, or (b) terminate this Agreement and provide a refund of all future Fees paid in advance by Credit Union for such Service, in which case all of Credit Union's rights with respect to such Service shall terminate. These obligations shall be Credit Union's sole and exclusive remedy, and CUProdigy-Cloud's sole obligation, with respect to any breach of the Limited Warranty or CUProdigy-Cloud's obligations under Section 6.

6.2 Disclaimers. Except as expressly warranted above, CUProdigy-Cloud provides all Services "AS IS", with all faults, and without warranty of any kind. All other warranties, express, implied, and statutory, including the implied warranties of merchantability and fitness for a particular purpose (even if such purpose is known) are hereby excluded. CUProdigy-Cloud does not represent or warrant that the Services will meet all of the Credit Union's requirements or needs.

6.3 Limitation of Liability. CUProdigy-Cloud shall not be liable for any indirect, incidental, special, or consequential damages, including loss of business, profits, or goodwill, even if CUProdigy-Cloud knows of the possibility or likelihood of such damages. In addition, notwithstanding any provision of this Agreement to the contrary, CUProdigy-Cloud's maximum aggregate liability arising out of or relating to this Agreement, regardless of the form of action or the number of claims, whether based on breach of contract, warranty, tort, or any other theory of liability, remedy, or recovery, shall not exceed the fees actually paid to and retained by CUProdigy-Cloud under this Agreement for the specific Service that gave rise to the claims or causes of action. The Parties agree that the limitations set forth in this Section 6 are a material part of the consideration exchanged by the Parties, which limitations shall apply even if any remedy fails of its essential purpose. Credit Union acknowledges and agrees that it shall have no claims against CUProdigy-Cloud's Affiliates, including CUProdigy, LLC.

6.4 Third-Party IP. Any and all third-party content, software, and other technology and Intellectual Property that Credit Union installs and/or uses or causes to be installed and/or used on or in connection with the CUProdigy-Cloud Environment and/or the other Services ("CU Third-Party IP") shall be the sole and exclusive responsibility of Credit Union, including the selection, compatibility, licensing, accuracy, performance, operation, maintenance, and support of such CU Third-Party IP. Without limiting the generality of the foregoing, Credit Union shall be solely responsible for and pay all software license, maintenance, and other fees and costs associated with the CU Third-Party IP, shall be solely responsible for compliance with all contractual terms and conditions, all laws, and all other requirements applicable to the CU

Third-Party IP, and for obtaining all support and maintenance relating to the CU Third-Party IP. Any failure by Credit Union to comply with those obligations shall be a breach of this Agreement. Notwithstanding the foregoing, however, any and all third-party hardware, content, operating system software, or other technology that CUProdigy-Cloud uses to provide the CUProdigy-Cloud Environment and/or the other Services shall not be considered CU Third-Party IP.

7. INDEMNIFICATION.

7.1 CUProdigy-Cloud Obligations. CUProdigy-Cloud agrees to defend, indemnify, and hold harmless Credit Union and its directors, officers, employees, and agents (the "Credit Union Indemnitees") against all claims brought by any third party against any of them that any Service, when used in accordance with this Agreement, infringes, misappropriates, or violates (a) any patent issued before the Service is provided to Credit Union, (b) any Berne convention country copyright, or (c) any trademark or service mark, or (d) any trade secret (a "Covered Claim"). If any Service provided by CUProdigy-Cloud to Credit Union is finally adjudged to so infringe, violate, and/or misappropriate, or in CUProdigy-Cloud's opinion is likely to be so adjudged, CUProdigy-Cloud shall, at its option, either: (i) procure for Credit Union the right to continue using such Service, (ii) modify or replace such Service to make it non-infringing, non-violative, and non-misappropriating, or (iii) terminate this Agreement and provide a refund of all future Fees paid in advance by Credit Union for such Service, in which case all of Credit Union's rights and licenses with respect to such Service shall terminate. In addition, CUProdigy-Cloud shall pay all damages and costs finally awarded on the Covered Claim, including reasonable out-of-pocket costs and attorneys' fees, or the amount of any settlement arranged by CUProdigy-Cloud. CUProdigy-Cloud shall have no obligation under this Section 7.1 with respect to any claim arising out of: (A) use of any Service in combination with any software, data, information, technology, or equipment not supplied by CUProdigy-Cloud, but only if the claim arises out of such combination; (B) the modification of any Service by anyone other than CUProdigy-Cloud or its contractors; (C) the use of any method(s) or specification(s) that Credit Union requires or requests CUProdigy-Cloud to follow that differ from those of CUProdigy-Cloud; (D) any unauthorized use, modification, sublicensing, Copying, or distribution of any Service; or (E) any breach of this Agreement by Credit Union. CUProdigy-Cloud's obligations under this Section 7.1 shall be subject to all of the terms and conditions of this Agreement, including Section 6.3. This Section 7.1 states the entire obligation of CUProdigy-Cloud and the sole and exclusive remedy of Credit Union and its officers, directors, employees, and agents relating to any claim of infringement, misappropriation, or violation of any Intellectual Property. CUProdigy-Cloud also agrees to defend, indemnify, and hold harmless the Credit Union Indemnitees from and against any and all third-party losses, costs, damages, expenses (including reasonable attorneys' fees, expert witness fees, court costs, and other expenses), fines, suits, proceedings, claims, demands, rights of recovery, remedies, or actions of any kind or nature (whether based on tort, contract, trade, regulatory, or other law ("Claims") resulting from, or otherwise arising out of any breach of warranty or other breach of this Agreement by CUProdigy-Cloud.

7.2 Credit Union Obligations. Except for Covered Claims, Credit Union shall defend, indemnify, and hold harmless CUProdigy-Cloud and its officers, directors, employees, and agents (the "CUProdigy-Cloud Indemnitees") from and against any and all Claims resulting from, or otherwise arising out of: (a) any use by Credit Union or any of its contractors or Authorized Users of any Service in combination with any software, data, information, equipment, or other technology not supplied by CUProdigy-Cloud, but only if the Claim arises out of such combination; (b) the modification of any Service by Credit Union or any of its contractors or Authorized Users; (c) the use of any method(s), means, or specification(s) that Credit Union requires or requests CUProdigy-Cloud to follow that differ from those of CUProdigy-Cloud; (d) any unauthorized use, modification, sublicensing, Copying, or distribution of any Service by Credit Union or any of its contractors or Authorized Users; and/or (e) any breach of warranty or other breach of this Agreement by Credit Union.

7.3 Procedures. A Party entitled to indemnity under this Section 7 shall (a) promptly notify the other Party in writing of the indemnified claim, (b) give the other Party sole control of the defense and settlement thereof, and (c) provide all reasonable assistance in connection therewith, at the indemnifying Party's sole expense. The indemnifying Party shall not settle or compromise any indemnified claim without the indemnified Party's express, written consent, which consent shall not be unreasonably withheld and/or delayed. The indemnified Party shall have the right to participate, at its sole expense, in the defense of any indemnified claim, through counsel of its own choosing.

8. TERM AND TERMINATION.

8.1 Term. This Agreement has an initial term as set forth in the applicable order form (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional renewal periods of the same length as the Initial Term (each, a "Renewal Term"), unless (a) a Party notifies the other Party in writing at least ninety (90) days before the end of the Initial Term or any Renewal Term, as applicable, that the Party elects not to renew this Agreement, or (b) this Agreement is earlier terminated pursuant to Section 8.2 or by mutual written agreement of the Parties. (The Initial Term plus any Renewal Term(s) shall constitute the "Term").

8.2 Termination for Cause. A Party may terminate this Agreement by notice to the other Party: (a) if such other Party breaches any of the terms or conditions of this Agreement; (b) if such other Party generally fails to pay its debts and obligations as they mature, admits in writing its inability to do so, or makes an assignment for the benefit of creditors; and/or (c) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now or hereafter may exist, is filed by such other Party, or if such a petition is filed against such other Party by any third Person, or an application for a receiver is made as to such Party by any other Person, and such petition or application is not resolved favorably with respect to such other Party within ninety (90) days.

8.3 Termination Effective Date; Cure. Termination due to a breach of Section 4 (Confidentiality) or Section 10.1 (Non-assignability) shall be effective on notice. Any other termination shall be effective forty-five (45) days after notice of termination, if the Party in breach has not cured such

breach(es) within the forty-five (45) day period, except for Credit Union's failure to pay any amounts due under this Agreement, in which case termination shall be effective five (5) business days after notice if Credit Union has not cured.

8.4 Assumption or Rejection under the Bankruptcy Code. If any proceeding under the U.S. Bankruptcy Code ("Bankruptcy Code") is filed by or against the Credit Union, the Credit Union must assume or reject this Agreement within sixty (60) days after the proceeding is commenced. If the Credit Union does not assume this Agreement within that period, CUProdigy-Cloud may, at its option, terminate this Agreement immediately by giving written notice to the Credit Union. The Credit Union agrees that any payments that become due to CUProdigy-Cloud after any such proceeding is filed by or against the Credit Union shall be treated as administrative expenses under Section 503 of the Bankruptcy Code and immediately paid to CUProdigy-Cloud when due, without the need for CUProdigy-Cloud to file an application in the bankruptcy court for payment.

8.5 Effect of Termination. On termination of this Agreement by CUProdigy-Cloud for any material breach of this Agreement by Credit Union, all Fees and other amounts to be paid to CUProdigy-Cloud for the full Term of this Agreement shall be accelerated and become immediately due and payable to CUProdigy-Cloud, even if longer or different terms were previously agreed. On termination of this Agreement for any other reason, Credit Union's obligation to pay Fees for Services not yet performed shall cease and Credit Union shall be entitled to a pro rata refund of all Fees paid to CUProdigy-Cloud in advance, except as otherwise expressly provided in this Agreement. In addition, all rights of Credit Union to use the Services shall immediately terminate. The termination of this Agreement shall not affect or impair the right of either Party to receive damages and/or any other remedies occasioned by any breaches of the other Party.

8.6 Return of Materials. On termination of this Agreement, each Party shall promptly return to the other Party all of such other Party's property, materials, and Confidential Information provided pursuant to this Agreement, unless the Parties otherwise agree in writing. Instead of returning Copies of Confidential Information, the receiving Party may destroy them and send written certification thereof to the disclosing Party. Notwithstanding these requirements, the receiving Party may retain such Copies of the other Party's Confidential Information as are required to comply with applicable laws and/or as necessary to enforce the receiving Party's rights under this Agreement. The requirements of Section 4 apply to all retained Copies.

9. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms have these meanings:

9.1 "Access" means any occurrence in which Credit Union or any of its Authorized Users accesses the Services by logging onto or otherwise accessing the Services.

9.2 "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person.

9.3 "Authorized User" means any Person employed by, retained by, or otherwise acting for or on behalf of the Credit Union, or any Credit Union customer, who receives Access to the Services in compliance with this Agreement.

9.4 "Copy" means any copy or other reproduction of any kind, in whole or in part, of the specified item or information.

9.5 "CU Data" means any and all electronic (electrical, digital, magnetic, wireless, optical, or electromagnetic) data that the Credit Union or any of its Authorized Users place(s) on the Virtual Server(s) or otherwise provide(s) to CUProdigy-Cloud to perform the Services, but excluding (a) email, telephone, and facsimile communications about the Services, (b) metadata; (c) Service usage metrics; and (d) de-identified, blind, or anonymized data (collectively "Excluded Data"), all of which shall belong exclusively to CUProdigy-Cloud.

9.6 "CUProdigy-Cloud Environment" means all of the CUProdigy-Cloud leased, rented, and owned infrastructure that CUProdigy-Cloud uses to provide the Services, including the datacenters, security devices, cables, routers, switches, hosts, compute nodes, physical servers, other equipment, and operating system software used to host the Virtual Servers. The term "CUProdigy-Cloud Environment" does not include any Credit Union software, hardware, data, third-party interfaces, or any other technology not supplied by CUProdigy-Cloud.

9.7 "Intellectual Property" means any and all a) works of authorship, copyrights, inventions (whether or not reduced to practice or patentable), patents, utility models, industrial designs, trademarks and service marks, trade secrets, confidential commercial information, and all other proprietary rights in information, technology, and creations that exist or hereafter come into existence under any law anywhere in the world; (b) registrations, certificates, and applications for any of the foregoing; (c) Copies and tangible embodiments of any of the foregoing in whatever form or medium; and (d) remedies for past, present, and future infringements, misappropriations, or other violations of any of the foregoing.

9.8 "Person" means any individual, corporation, limited liability company, partnership, association, organization, governmental authority, or other legal entity of any kind.

9.9 "Virtual Server" or "VM" means a virtual server or virtual machine hosted on the CUProdigy-Cloud Environment.

10. MISCELLANEOUS PROVISIONS.

10.1 Assignment. Credit Union agrees not to assign, transfer, pledge, or otherwise encumber any of its rights or delegate any of its duties or obligations under this Agreement, without the prior written consent of CUProdigy-Cloud. A change in control, whether through merger, sale of stock, or otherwise, shall be deemed an assignment or transfer within the meaning of this Section 10.1. If Credit Union consummates any such transaction without obtaining CUProdigy-Cloud's prior written consent, CUProdigy-Cloud will have the right, in its sole discretion, to terminate this Agreement for material breach, which right may be exercised for a period of thirty (30) days after CUProdigy receives actual notice of the transaction. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

10.2 Relationship of the Parties. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed (a) to give either Party the power to direct and control the day-to-day activities of the other, (b) to constitute the Parties as partners, joint venturers, co-owners, or participants in any joint or common undertaking, or (c) to allow either Party to act

as an agent of the other or otherwise to create or assume any obligation on behalf of the other Party.

10.3 Suspension of Services. If Credit Union fails to pay any Fees when due or otherwise breaches this Agreement, or if CUProdigy-Cloud determines that Credit Union's use of or Access to the Services poses a security risk to CUProdigy-Cloud's systems because of an apparent vulnerability in, or breach of, the security of Credit Union's systems, CUProdigy-Cloud in its sole discretion may suspend any or all of the Services and/or Access to them, until Credit Union pays such overdue Fees together with all associated late fees and interest, remedies any other breaches of this Agreement, and demonstrates to CUProdigy-Cloud's satisfaction that such apparent vulnerability in, or breach of, the security of Credit Union's systems has been fully remedied. This suspension remedy is in addition to any other remedies that CUProdigy-Cloud may have under this Agreement or otherwise.

10.4 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of, or be enforceable by, any third Person. For example, no supplier of any CU Third-Party IP shall have any rights under or relating to this Agreement.

10.5 Waiver. No failure by a Party to insist on the strict performance of any covenant, duty, agreement, or condition, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition. No waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving Party.

10.6 Notices. All notices shall be in writing and shall be deemed to have been given: (a) when delivered in person to an officer of the Party or (b) on the date of delivery, as confirmed by the U.S. Postal Service or a nationally or internationally recognized express delivery service (receipt or recipient signature required), in each case to the other Party at the addresses set forth below (or to such other address as shall be specified by a Party by proper notice).

10.7 Laws. Each Party shall comply with all federal, state, local, and foreign statutes, ordinances, regulations, and other laws applicable to the exercise of its rights and the performance of its obligations under this Agreement.

10.8 Remedies. Except as expressly provided in this Agreement, no right or remedy conferred upon or reserved to a Party is exclusive of any other right or remedy, at law or in equity.

10.9 Force Majeure. Notwithstanding anything in this Agreement, CUProdigy-Cloud shall not be responsible for any damages due to any delay, interruption in the Services, or any other failure to perform, arising out of causes beyond CUProdigy-Cloud's reasonable control, provided prompt notice of such causes, events or circumstances is given to Credit Union. Such events may include, by way of example, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, embargo, extended unavailability of public utility service or unavailability of or delay in telecommunications, third-party internet service providers, third-party software, hardware failures, the failure or degradation of third-party connectivity Services, or downtime or Access degradation

caused by Credit Union's network or systems or the Internet, acts of god, or acts of any governmental authority.

10.10 Governing Law. The interpretation, construction, validity, and performance of this Agreement shall be governed by the laws of the State of Utah, without reference to its conflicts-of-laws rules. The federal and state courts sitting in the City and County of Salt Lake, Utah shall have exclusive jurisdiction and venue over any and all disputes arising under or otherwise relating to this Agreement, and the Parties irrevocably consent to the personal jurisdiction and venue of such courts. In any action or suit instituted under or otherwise relating to this Agreement, the Party that substantially prevails shall be entitled to recover its costs, expenses, and reasonable attorneys' fees. The Parties hereby agree that neither will request a jury for any dispute arising under or otherwise relating to this Agreement.

10.11 Construction. The section headings in this Agreement are for convenience only and shall not be considered or referred to in interpreting or construing this Agreement. This Agreement shall be construed as though both Parties had drafted it. The word "including," or any of its variants, means "including, without limitation." As used in this Agreement, the term "day" means a calendar day, unless the term "business day" is used. "Business day" means, Monday through Friday, excluding CUProdigy-Cloud holidays.

10.12 Records. During the Term and for a period of three (3) years following the termination of this Agreement, each Party agrees to keep all usual and proper records and books of account relating to any and all transactions and other matters contemplated by this Agreement.

10.13 Survival. The provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, whether or not expressly stated herein, will survive and remain in effect until all obligations are satisfied, including Sections 2.1, 2.3, and 4 – 10.

10.14 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, unenforceable, or illegal, the provision shall be limited, construed, modified or, if necessary, severed, to the extent necessary to eliminate its violability, invalidity, unenforceability or illegality, and the other provisions of this Agreement shall remain unaffected and continue in full force and effect.

10.15 Entire Agreement. This Agreement, together with all exhibits hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior communications, representations, or understandings, oral, written, or otherwise. This Agreement may not be modified except in writing by the Parties' duly-authorized representatives.

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EXHIBIT A

While this Agreement begins on the Effective Date, the Initial Term will be measured from the “go-live” date, which will be the date that the first of the Services become operational and available for use by Credit Union in the ordinary course of its business.

SKU	SERVICES	FEE AMOUNT
laaS	Managed Infrastructure-as-a-Service (IaaS) – Migration of existing physical or virtual servers into the CUProdigy-Cloud Environment <u>with</u> CUProdigy-Cloud providing certain support and maintenance of the VMs.	\$350.00 per month per Virtual Server, beginning on the “go-live” date
laaS-U	Unmanaged Infrastructure-as-a-Service (IaaS-U) – Migration of existing physical or virtual servers into the CUProdigy-Cloud Environment <u>without</u> CUProdigy-Cloud providing support or maintenance of the VMs.	\$300.00 per month per Virtual Server, beginning on the “go-live” date
DRaaS	DR-as-a-Service (DRaaS) – Use of CUProdigy-Cloud Environment to protect virtualized workloads by using VM replication into the CUProdigy-Cloud Environment.	\$125.00 per month per Virtual Server, beginning on the “go-live” date
BaaS	Backup-as-a-Service (BaaS) – Use of CUProdigy-Cloud Environment as a backup target to restore an off-site copy into the CUProdigy-Cloud Environment.	\$125.00 per month per Virtual Server, beginning on the “go-live” date
FWaaS	Firewall-as-a-Service (FWaaS) – Monitoring, management and maintenance of Credit Union firewalls	\$500 per month per Firewall, beginning on the “go-live” date; plus hardware cost, if hardware is provided by CUProdigy-Cloud
DaaS	Desktop-as-a-Service (DaaS) – Provide a Windows-based desktop, hosted on the CUProdigy-Cloud Environment, for use by Credit Union employees. Office 365 (optional):	\$90 per month per employee, beginning on the “go-live” date with Office 365 \$75 per month per employee, beginning on the “go-live” date without Office 365

CUProdigy-Cloud agrees to provide the Services indicated above for the specified Fees, in accordance with and subject to the terms and provisions of this Agreement, including the following additional terms and conditions:

A. Managed IaaS Servers. For Credit Unions purchasing Managed IaaS Services, CUProdigy-Cloud will provide the DRaaS Services and BaaS Services described below and will also (a) set up, configure, and maintain the CUProdigy-Cloud Environment to host the CU Virtual Server(s), (b) install any general updates and security patches released during the Term for the CUProdigy-Cloud Environment., (c) provide twenty-four (24) hour a day, seven (7) day a week, three-hundred-and-sixty-five (365) day a year monitoring of the CU Virtual Server(s) for network connectivity, CPU utilization, disk storage capacity, and memory utilization, (d) provide anti-virus protection for the CU Virtual Servers, (e) provide management and installation of Microsoft Windows updates and patches for the CU Virtual Servers in the CUProdigy-Cloud Environment, and (f) provide Tier 1 Support. CUProdigy will make commercially reasonable efforts to provide adequate space on the CUProdigy-Cloud Environment for the CU Virtual Server(s), according to CUProdigy-Cloud’s estimates of the Credit Union’s reasonable needs as assessed by CUProdigy-Cloud on a quarterly basis. This Service does not include support for applications that run on the CU Virtual Server(s) or third-party interfaces. At its option on a quarterly basis, CUProdigy-Cloud may right size the CUProdigy-Cloud Environment resources, meaning that CUProdigy-Cloud may increase, decrease, or otherwise reallocate memory, CPUs, storage, and other CUProdigy-Cloud Environment resources to try to match the Credit Union’s usage and needs. As used herein, “Tier 1 Support” means making reasonable efforts to troubleshoot CUProdigy-Cloud Environment resources to maintain CU Virtual Server availability and to address any issues where the CU Virtual Server(s) have become inaccessible or impaired. If the issues are within CUProdigy-Cloud’s reasonable control and are covered by the Services CUProdigy-Cloud has agreed to provide under this Agreement, CUProdigy-Cloud will make reasonable efforts to resolve them. In addition, if the issues are not within CUProdigy-Cloud’s reasonable control or are outside the Services CUProdigy-Cloud has agree to provide, CUProdigy-Cloud will provide Credit Union the information it collects about the issues and their source(s) to help Credit Union resolve them. CUProdigy-Cloud will make reasonable efforts to meet the targeted times set forth in Section G.3.

B. Unmanaged IaaS-U Services. For Credit Unions purchasing Unmanaged IaaS Services, CUProdigy-Cloud will provide the DRaaS Services and BaaS Services described below and will also (a) set up, configure, and maintain the CUProdigy-Cloud Environment to host the CU Virtual Server(s), and (b) install any general updates and security patches released during the Term

for the CUProdigy-Cloud Environment. For issues solely relating to the CUProdigy-Cloud Environment, CUProdigy-Cloud will make reasonable efforts to meet the targeted times set forth in Section G.3. CUProdigy will make reasonable efforts to provide adequate space on the CUProdigy-Cloud Environment for the CU Virtual Server(s), according to CUProdigy-Cloud's estimates of the Credit Union's reasonable needs as assessed by CUProdigy-Cloud on a quarterly basis. Support for and patching of CU Virtual Server(s) remains the sole and exclusive responsibility of the Credit Union.

C. DRaaS Services. For Credit Unions purchasing DRaaS Services, CUProdigy-Cloud will coordinate with Credit Union to provide for the setup of, and on-going support for, the near real-time replication of the CU Virtual Server(s) identified above on the CUProdigy-Cloud Environment at a CUProdigy-Cloud datacenter. This Service includes one (1) documented annual disaster recovery test of connectivity and functionality of the replicated CU Virtual Server(s) in the CUProdigy-Cloud Environment (the "Replicated CU System"). The annual test will take place on a date mutually agreed by Credit Union and CUProdigy-Cloud. A report will be provided to the Credit Union documenting the results of the annual test. In the event of an actual disaster, CUProdigy-Cloud will activate the Replicated CU System within four (4) hours or less after Credit Union notifies CUProdigy-Cloud of the disaster.

D. BaaS Services. For Credit Unions purchasing BaaS Services, CUProdigy-Cloud will provide Access to dedicated data storage at one (1) of CUProdigy-Cloud's datacenters, for the Credit Union to back up the CU Virtual Server(s). Credit Union will also have ongoing Access to backup data for the Credit Union's restoration purposes. CUProdigy will make commercially reasonable efforts to provide adequate space on its servers for the CU backup data, according to CUProdigy-Cloud's estimates of Credit Union's reasonable needs, as assessed by CUProdigy-Cloud on quarterly basis.

E. FWaaS Services. For Credit Unions purchasing FWaaS Services, CUProdigy-Cloud will provide twenty-four (24) hours a day, seven (7) days a week continuous monitoring of the Credit Union firewalls for which Credit Union purchases FWaaS Services (the "Firewalls"), by capturing the logging data generated by the Firewalls. Significant security events shown in the logging data, such as computer viruses, intrusions, and potential threats identified through the Palo Alto Network's Panorama server will generate a security ticket, which will be escalated to the CUProdigy-Cloud support team. The CUProdigy-Support team will take action on security tickets according to the Severity Levels described in Section G.3 below. CUProdigy-Cloud will also manage the Firewalls by providing all moves, additions, changes, and deletions of networks, routes, firewall rules, Network Address Translation (NAT) statements, and VPN tunnels that reside on the managed device. CUProdigy-Cloud will implement changes that should be non-disruptive as soon as resources are available. All other changes will be implemented during a change window unless otherwise specified by Credit Union or if CUProdigy-Cloud deems it necessary to protect the network. While the FWaaS Services do not include training Credit Union employees to navigate the Firewalls, CUProdigy-Cloud can provide read-only access to Credit Union employees to enable visibility. Finally, CUProdigy-Cloud will conduct periodic software updates on the Firewalls, as updates become available. Firewall software updates that are identified to correct a security defect in the software will be deployed within forty-eight (48) hours of availability during a pre-defined maintenance window. Updates which are designed to add functionality will be tested and evaluated prior to the software being deployed to the managed firewalls. In either case, CUProdigy-Cloud will make reasonable efforts to (1) provide Credit Union advance notice of such maintenance and (2) conduct updates/upgrades after Business Hours. If CUProdigy-Cloud deems a Firewall to be defective, CUProdigy-Cloud will coordinate replacement of the Firewall and will replace it the next business day. At Credit Union's option, as shown in the Fee Schedule, CUProdigy-Cloud will purchase the Firewall hardware for Credit Union, which hardware will be owned by Credit Union and housed at its location. Credit Union shall be solely responsible for the physical security and environmental conditions of the Firewall hardware, and the only warranty applicable to such hardware shall be the manufacturer's warranty. Notwithstanding anything contained in this Agreement to the contrary, including in Section 8.5 of the Agreement, if CUProdigy-Cloud purchases the Firewall hardware for Credit Union, and this Agreement is terminated before the end of the Initial Term for any reason, Credit Union shall pay to CUProdigy-Cloud on termination the full remaining amount of FWaaS Fees payable for the Initial Term of the Agreement.

F. DaaS Services. For Credit Unions purchasing DaaS Services, CUProdigy-Cloud will provide Credit Union with Access to a Windows-based virtual desktop environment running on the CUProdigy-Cloud Environment for use by Credit Union employees. CUProdigy-Cloud will provide all necessary Windows operating system patches and with anti-virus software and, at Credit Union's option, Microsoft Office 365, as shown in the Fee Schedule above. Any and all other software that the Credit Union wants its employees to use on the virtual desktop, is the responsibility of Credit Union and is not included in the DaaS Service. Upon written request, however, CU Prodigy-Cloud will assist Credit Union with the installation on the virtual desktop of any compatible software licensed by the Credit Union. Credit Union represents and warrants to CUProdigy-Cloud that Credit Union will have all necessary, sufficient, and valid licenses and permissions for all software that Credit Union asks CUProdigy-Cloud to help install on the virtual desktop. Upon written request, Credit Union agrees to provide CUProdigy-Cloud documentation demonstrating that that it has all such licenses and permissions.

G. Service Level Agreements (SLAs). CUProdigy-Cloud agrees to provide the Services to Credit Union at the service levels described below, as CUProdigy-Cloud may modify them from time to time in its sole discretion (the "SLAs"). CUProdigy-Cloud agrees to provide Credit Union at least thirty (30) days advance notice of any change in the SLAs.

1. Uptime. CUProdigy-Cloud will make reasonable efforts to maintain the availability of the Services twenty-four (24) hours a day and (7) seven days a week and will provide ninety-nine and ninety-nine-hundredths percent (99.99%) uptime, as measured on a calendar year basis, for the applicable resources of the CUProdigy-Cloud Environment, except during Scheduled Maintenance, discussed below, and emergency maintenance, which CUProdigy-Cloud will conduct on an "as

needed” basis. “Scheduled Maintenance” means maintenance scheduled and undertaken by CUProdigy-Cloud. CUProdigy-Cloud will notify Credit Union at least forty-eight (48) hours in advance of any Scheduled Maintenance. CUProdigy-Cloud will make reasonable efforts to perform Scheduled Maintenance during historically low usage hours.

2. Downtime. For any time outside of Scheduled Maintenance and emergency maintenance that the Services are not available to Credit Union or that packet loss is in excess of fifty percent (50%) for fifteen (15) consecutive minutes or more or exceeds ten percent (10%) for two (2) or more consecutive hours on the CUProdigy-Cloud Environment (“Downtime”), CUProdigy-Cloud will make prompt, reasonable efforts to identify the source of the Downtime. If CUProdigy-Cloud determines that the source is within CUProdigy-Cloud’s control, CUProdigy-Cloud will make prompt, reasonable efforts to remedy the Downtime and optimize the CUProdigy-Cloud Environment to try to prevent repeat occurrences. For example, if CUProdigy-Cloud discovers from its own efforts or after being notified by Credit Union) that the Credit Union is experiencing packet loss in excess of the level set by the SLA, CUProdigy-Cloud will use industry standard efforts to remedy any circuit failures. If CUProdigy-Cloud determines that the source of the Downtime is Credit Union or a third-party or other source outside of CUProdigy-Cloud’s reasonable control or outside of the Services CUProdigy-Cloud has agreed to provide, CUProdigy-Cloud will make general recommendations to Credit Union for addressing such Downtime. CUProdigy-Cloud will make reasonable efforts to resolve Downtime within the targeted times in Section G.3 below, and the efforts and remedies stated in this Section G shall be Credit Union’s sole and exclusive remedy for Downtime.

3. Targeted Response Times. CUProdigy-Cloud will make reasonable efforts to meet the following targeted initial response and issue resolution times for problems with the Services, from the time CUProdigy-Cloud first becomes aware of the particular issue either through its own discovery or by notice from the Credit Union, except that issue resolution does not apply to problems outside of CUProdigy-Cloud’s reasonable control or outside of the Services CUProdigy-Cloud has agreed to provide under this Agreement:

TARGETED RESPONSE AND RESOLUTION TIMES			
	<u>SEVERITY 1</u> Resource is inaccessible or at significant security risk	<u>SEVERITY 2</u> Resource is accessible but is significantly impaired, or is at some security risk, and no workaround exists	<u>SEVERITY 3</u> Resource is accessible and is impaired or at minor security risk, and a workaround exists
Initial Response	2 hours or less after discovery or notice	4 hours or less after discovery or notice	8 hours or less after discovery or notice
Issue Resolution	2 hours or less after Initial Response	4 hours or less after Initial Response	8 hours or less after Initial Response

As used in the table above, “Initial Response” means CUProdigy-Cloud’s initial report to the Credit Union of CUProdigy-Cloud’s investigation of the issue, and “Issue Resolution” means the restoration of normal functionality. If CUProdigy-Cloud fails to meet these targeted times, Credit Union’s sole and exclusive remedy will be a ten percent (10%) credit on the next monthly Fee for the affected CU Virtual Server(s), after Credit Union makes a written request to CUProdigy-Cloud for such credit. Routine requests, such as requests to add hard drive space or CPUs, are not covered by these targeted times. CUProdigy-Cloud will make reasonable efforts to respond to these and other routine requests within two (2) business days. Similarly, orders for new Virtual Servers are not covered by these targeted times and will be handled according to CUProdigy-Cloud’s normal purchase order/sales process.

4. Limitations and Exclusions. This SLA does not cover any Downtime or other issue that: (a) is due to third-party application software, third-party interfaces, or other third-party technology not supplied by CUProdigy-Cloud, except to the extent that the issue is covered by the managed IaaS Services as specified in Section A; (b) is due to the negligence or willful misconduct of Credit Union or Credit Union’s agents, contractors, or other Authorized Users, or for noncompliance with any provision of the Agreement (including payment of Fees) by the Credit Union or any other Person other than CUProdigy-Cloud providing services, facilities or equipment interconnected with a Service; (c) is otherwise due to the failure of any of non-CUProdigy-Cloud provided equipment, systems, or services; (d) is due to the negligence or willful misconduct of a third party; (e) occurs during a period in which Credit Union continues to use the applicable Service on an impaired basis; (f) is due to Internet unavailability or a failure due to the local exchange carrier; or (g) is otherwise due to circumstances beyond CUProdigy-Cloud’s reasonable control. In addition, the uptime commitments in Section G.1 above do not apply to DaaS Services. CUProdigy-Cloud will make reasonable efforts, however, to meet the applicable targeted times set forth in Section G.3, for DaaS Services, which efforts shall be Credit Union’s sole and exclusive remedy for any Downtime or other problems relating to the DaaS Services.

5. Reporting. Credit Union must report Downtime of longer than fifteen (15) consecutive minutes or the aforementioned excess packet loss to CUProdigy-Cloud’s support as soon as possible after the event. Credit Union also agrees to provide all assistance reasonably requested by CUProdigy-Cloud to identify the source of and address any Downtime.

H. Credit Union Obligations.

1. Authorized Use of Services and CUProdigy-Cloud Environment. Except as expressly authorized in this Agreement, Credit Union shall not copy, sell, assign, sub-license, rent, loan, transfer, use, or provide Access to or use of the Services, the CUProdigy-Cloud Environment, or any CUProdigy-Cloud Intellectual Property, without CUProdigy-Cloud's express prior written permission, which it may grant or withhold in its sole discretion. Any third party software and content shall be subject to the terms and conditions of the license or agreement under which such third party software or content, or the use thereof, was made available to CUProdigy-Cloud, and Credit Union agrees to comply with all such terms and conditions. Except as expressly authorized by CUProdigy-Cloud in writing, Credit Union shall not (a) copy, disassemble, decompile, or reverse engineer any software or content supplied by or given Access to by CUProdigy-Cloud, including in the CUProdigy-Cloud Environment, except to the extent that any such activities are permitted by applicable laws notwithstanding this prohibition and only after seeking assistance from CUProdigy-Cloud with respect to any interoperability issues, or (b) create any derivative works based on any such software or content.

2. Credit Union Security Measures, Data Privacy, and Access.

(a) *Security Measures.* Credit Union agrees to use, and to require all Authorized Users to use, reasonable and appropriate administrative, technical, and physical security measures with respect to the CUProdigy-Cloud Environment and the Services, including: (a) granting user and password permissions only to Authorized Users, (b) limiting the Access rights of different classes of Authorized Users to those resources and functions necessary for the Authorized Users' performance of their lawful duties or exercise of their lawful rights, (c) requiring Authorized Users to use appropriately strong passwords, (d) setting system options to require passwords to be changed at regular intervals, (e) deactivating password authorization within twenty-four (24) hours after any Person discontinues employment with Credit Union or otherwise ceases to be an Authorized User, (f) requiring password-protected screen lockouts after periods of inactivity, (g) arranging for and conducting regular security scanning, if not using CUProdigy-Cloud's security scanning service, and (h) employing all other appropriate administrative, technical, and physical security measure with respect to the CU Virtual Server(s).

(b) *Authorized Users.* Credit Union will take such actions as are necessary to maintain the confidentiality of, and prevent the unauthorized use of, each password and key, including entering into appropriate agreements with its employees and contractors who are Authorized Users. Credit Union will immediately notify CUProdigy-Cloud in writing if Credit Union determines, or has reason to believe, that an unauthorized Person has gained access to a password or key or has accessed the CUProdigy-Cloud Environment. Credit Union authorizes CUProdigy-Cloud to rely upon any information or instructions set forth in any data transmission using the assigned password or key, without making further investigation or inquiry, and regardless of the actual identity of the Person transmitting the same, in connection with the operation of CUProdigy-Cloud Environment and the provision of the Services. Use of the assigned password or key, whether or not authorized by Credit Union, shall be solely the responsibility of and the risk of Credit Union. Consistent with Section 7.2 of the Agreement, Credit Union agrees to indemnify, defend, and hold harmless the CUProdigy-Cloud Indemnitees from, against, and for any and all Claims arising from or relating to any use, misuse, or unauthorized use of Credit Union's and its Authorized Users' passwords, keys, and Access.

3. Consents for Use and Storage of Data. Credit Union shall obtain from its suppliers, customers, Authorized Users, and other business contacts all consents and authorizations necessary to enable and authorize CUProdigy-Cloud to provide to Credit Union the Services contemplated by this Agreement, including the storage and use of the CU Data and Excluded Data, and otherwise comply with Credit Union's obligations under this Agreement. Consistent with Section 7.2 of the Agreement, Credit Union agrees to indemnify, defend, and hold harmless the CUProdigy-Cloud Indemnitees from, against, and for any and all Claims arising from or relating to any inaccuracies in any Credit Union Data or Excluded Data or any failure by Credit Union to obtain any necessary supplier, customer, Authorized User, or other consents or authorizations.

4. Third-Party Intellectual Property. Credit Union warrants that (a) it has the right to possess and use all of the third-party Intellectual Property that it uses on or in connection with the Services and the CUProdigy-Cloud Environment, including third-party software applications and interfaces and (b) Credit Union's possession and use of such third-party Intellectual Property in connection with the Services and on the CUProdigy-Cloud Environment will not in any way infringe, misappropriate, or otherwise violate any Intellectual Property, personal, contractual, or other rights of any third party. Consistent with Section 7.2 of the Agreement, Credit Union agrees to indemnify, defend, and hold harmless the CUProdigy-Cloud Indemnitees from, against, and for any and all Claims arising from or relating to any breach of the foregoing warranty.

I. Other Terms and Conditions of Service.

1. Service Terms, Not Warranty. The terms and conditions of this Exhibit A define a service arrangement and not a product warranty. All Services, products, and materials provided to Credit Union pursuant to this Agreement are subject exclusively to the warranty provisions contained in this Agreement, and the terms and conditions of this Exhibit A do not change or supersede any warranties, warranty or liability limitations, or warranty disclaimers contained in the main body of this

Agreement. The service level commitments and remedies set forth in this Exhibit A or as otherwise expressly set forth in the Agreement constitute Credit Union's sole and exclusive remedies for any claims relating to the Services.

2. CUProdigy-Cloud's Security Measures and Data Privacy. Subject to Credit Union's timely performance of its obligations under this Agreement, including those set forth in Section H.2 above, CUProdigy-Cloud agrees to use such administrative, technical, and physical security measures as are customary for the size, scope, and type of CUProdigy-Cloud's business, in an effort to provide system security and data privacy in hosting the CUProdigy-Cloud Environment. CUProdigy-Cloud also agrees to cooperate with Credit Union, during Business Hours, in Credit Union's assessment and remediation of the administrative, technical, and physical security of the CUProdigy-Cloud Environment, and Credit Union will be billed for these Services on a time and materials basis at the CUProdigy-Cloud's then-current rates. In the event a security incident comes to CUProdigy-Cloud's attention, it will notify Credit Union and, if the security incident concerns the CUProdigy-Cloud Environment or other CUProdigy-Cloud resources, will take reasonable steps, consistent with the limitations and parameters of this Section I.2., to resolve such security incident. If the security incident concerns any Credit Union software or hardware or other Credit Union technology or resources, or any third-party software or hardware or other technology or resources acquired or arranged for by Credit Union, Credit Union shall take reasonable steps to resolve such security incident. If and to the extent that Credit Union desires CUProdigy-Cloud's assistance with such efforts, it will be billed at CUProdigy-Cloud's then-applicable rates. In either case, it shall be Credit Union's responsibility to notify its customers and regulatory officials about the security incident, but Credit Union shall first consult with CUProdigy-Cloud regarding the substance and timing of such notices. As used herein, the term "security incident" means a successful effort by a third party (other than an authorized third-party security scanning service) to penetrate or breach the security of the CUProdigy-Cloud Environment, whether or not the third party succeeded in downloading, deleting, or corrupting any data or information or installing or implanting any data, information, or software therein. CUProdigy-Cloud will make reasonable efforts to meet the applicable targeted times set forth in Section G.3 above.

3. Suspension of Services.

(a) *Abusive, unethical, and potentially illegal activities.* In addition to the suspension rights set forth in Section 10.3 of the Agreement, CUProdigy-Cloud reserves the right to suspend, immediately upon notice to Credit Union, any Services that Credit Union, its Authorized Users, or its customers use or allow to be used for any abusive, unethical, or potentially illegal activity. Abusive, unethical, or potentially illegal activities include pornography, obscenity, nudity, violations of privacy, hacking, computer viruses, gambling, promotion of gambling, or any harassing, bullying, or harmful materials or uses, as determined by CUProdigy-Cloud in its sole discretion. As used in this Section I.3 only, the term "notice" also includes telephone notice to an officer of Credit Union. Consistent with Section 7.2 of the Agreement, Credit Union agrees to indemnify, defend, and hold harmless the CUProdigy-Cloud Indemnitees from, against, and for any and all Claims arising from or relating to abusive, unethical, and potentially illegal activities or any suspension of Services pursuant to this Section I.3.(a).

(b) *Court orders and other similar circumstances.* Without regard to any suspension of Services that might occur pursuant to Section I.3(a) above or Section 10.3 of the Agreement, CUProdigy-Cloud reserves the right to act immediately and without notice to suspend or terminate any Services (i) in response to a court order or government notice that certain conduct must be stopped, or (ii) when CUProdigy-Cloud reasonably determines that: (A) CUProdigy-Cloud or any of its employees, contractors, suppliers, agents, other representatives, or customers may be exposed to sanctions or prosecution as a result of any act or omission of Credit Union or any of its Authorized Users or customers, (B) such act or omission may cause harm to or interfere with the integrity or normal operations or security of the CUProdigy-Cloud Environment or any networks with which CUProdigy-Cloud is interconnected or interfere with another customer's use of CUProdigy-Cloud's services or the Internet; or (C) such act or omission otherwise presents an imminent risk of serious harm to CUProdigy-Cloud or CUProdigy-Cloud's customers or their respective employees, contractors, suppliers, agents, or other representatives. If and to the extent permitted by law, CUProdigy-Cloud agrees to give prompt notice to Credit Union of any suspension or termination of Services occurring pursuant to this Section I.3(b).

4. Responding to Legal Process. Credit Union agrees to reimburse CUProdigy-Cloud for any and all time spent and out-of-pocket costs incurred in responding to any subpoena, discovery request, or other legal process ("**Legal Process**") requiring the production of any CU Data or other Credit Union information. If and to the extent allowed by law, CUProdigy-Cloud will provide notice to Credit Union of any Legal Process and will cooperate with Credit Union, at its written request and expense, in its lawful efforts to quash the Legal Process or otherwise limit the information produced pursuant thereto. CUProdigy-Cloud hereby expressly reserves the right to disclose any CU Data or other information as required by law.

5. License Not Ownership. The rights granted herein do not constitute a sale of, or transfer of any ownership interest in, the CUProdigy-Cloud Environment in whole or in part, any of CUProdigy-Cloud Intellectual Property.

6. All Other Rights Reserved. Except as expressly set forth in this Agreement, CUProdigy-Cloud grants to Credit Union no rights or licenses in or to the CUProdigy-Cloud Environment or CUProdigy-Cloud Intellectual Property, by implication, estoppel or otherwise. Without limiting the foregoing, CUProdigy-Cloud or its licensors or lessors retains ownership of the CUProdigy-Cloud

Environment and all its components. CUProdigy-Cloud reserves any and all rights not expressly granted in this Agreement. Except as expressly provided herein, nothing in this Agreement shall be construed to restrict or otherwise limit CUProdigy-Cloud or any of its Affiliates from exercising its Intellectual Property rights in any Intellectual Property associated with the Services.

7. Business Hours. (All times are stated in Mountain Time.) CUProdigy-Cloud's business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding CUProdigy-Cloud holidays, as CUProdigy-Cloud may adjust them from time to time in its sole discretion due to holidays and other factors upon written notice to Credit Union ("Business Hours"). CUProdigy-Cloud will notify Credit Union of any special instances at least one (1) week prior to the change. Any support that CUProdigy-Cloud has agreed to provide Credit Union in this Agreement will normally be provided directly through the CUProdigy-Cloud office phone system but may at times be only available by mobile phones, based on the sole discretion of CUProdigy-Cloud. CUProdigy-Cloud shall be available on an emergency basis 24 hours per day, 7 days per week, and 365 days per year to ensure the availability of the CU Virtual Server(s) and to address security concerns. Assistance during non-Business Hours may be available by contacting CUProdigy-Cloud either through the office, or by mobile phones and, at CUProdigy-Cloud's option, may be billed at current billable overtime rates set from time to time by CUProdigy-Cloud.

J. Additional Obligations on Termination.

1. Credit Union's Obligations. Upon termination of this Agreement, Credit Union shall immediately cease any and all Access to the Services, except as permitted by Section 2 below.

2. CUProdigy-Cloud's Obligations. Upon termination of this Agreement, CUProdigy-Cloud agrees (a) to provide reasonable assistance to Credit Union, at Credit Union's written request, to migrate the CU Data away from the CUProdigy-Cloud Environment; and (b) to make the CU Data accessible on the CUProdigy-Cloud System for a period of ninety (90) days after termination and allow Credit Union to access the CU Data for research and transitional purposes but not for any operational purposes ("Termination Services"), which will be billed on a time and materials basis at CUProdigy-Cloud's then-current rates. If CUProdigy-Cloud terminates this Agreement for any material breach by Credit Union, however, Credit Union shall pay to CUProdigy-Cloud in immediately available funds the sum of \$5,000.00 as an advance against CUProdigy-Cloud's anticipated charges for its Termination Services, before CUProdigy-Cloud shall have the obligation to perform any Termination Services.