

THIS AGREEMENT (the "Agreement") is made upon assent where indicated below between you ("You") and Passageways, LLC, an Indiana limited liability company ("Passageways" or "We") whose principal place of business is located at 8 N. 3rd Street, Suite 101, Lafayette, Indiana, 47901 USA. This Agreement, together with the purchase agreement supplied to You and/or persons responsible for managing your access to the OnBoard Site(s) (as further defined below), states our agreement with You for use of the OnBoard Service.

Please read this User Agreement ("Agreement") carefully before accessing the OnBoard Service. This Agreement governs your access to and use of the OnBoard Service. By using the OnBoard Service, You consent to all of the provisions of this Agreement without limitation or qualification. As a precondition to your access to the OnBoard Service, You must click on the "I Agree" button at the end of this document. You acknowledge and agree that your electronic assent to this Agreement is intended to and shall contractually bind You and Passageways to the terms of this Agreement, in the same manner and to the same extent as a contractual writing memorialized and executed by You and Passageways in a non-electronic medium.

On the condition that You comply with all obligations of this Agreement, Passageways grants You a limited, revocable, nonexclusive, nonassignable license and right to access and use the OnBoard Service in accordance with this Agreement.

A Overview of the OnBoard Service

Passageways is the provider of the OnBoard Service, which permits You and fellow directors and authorized agents to access and use the OnBoard Service's online tools and repositories under the terms and conditions set forth in this Agreement. The OnBoard Service includes file storage space for the purpose of storing, retrieving, and sharing data including documents. The data is stored in encrypted format in cloud-based server storage under Passageways' control. Use of your personal log in credentials authenticates your access to the data, to Posted Content (as defined below), and to other persons authorized to log in to Posted Content. Communications to and from You in the OnBoard Service employ encrypted transfer mechanisms.

A Definitions

The following terms, as used herein, have the following meanings:

"Account" means the Passageways subscription billing account for the OnBoard Service for your Users and OnBoard Site(s), as further described in the purchase agreement.

"OnBoard Site" means a site maintained at the URL onboard.passageways.com for authorized access via your personal authentication credential.

"Documentation" means all of the training materials, specifications and technical information made available by Passageways to You in connection with the OnBoard Service.

"Industry Standards" means the generally-accepted standards and practices adopted and implemented by software-as-a-service (SaaS) providers.

"Posted Content" means the data, documents, materials, and information posted, distributed, or received by Users of the OnBoard Site(s) for which You are an authorized User.

"Services" means support services by Passageways as described in the specification of services supplied to You in conjunction with your purchase agreement, including the uploading of data in encrypted format to OnBoard Site(s) and the provision of remote access to authorized Users.

"Software" means individually each, and collectively all, of the computer software systems, iPad applications for access to the OnBoard Site(s), System Upgrades and interfaces made available to Users by Passageways in connection with the OnBoard Service.

"System Upgrades" means corrections, bug fixes, patches, improvements, new releases, new versions, updates, enhancements or other modifications to the Software and/or Documentation.

"User(s)" means You and your affiliates, employees, directors, agents, representatives, consultants and independent contractors expressly authorized by Passageways and You to access your OnBoard Site(s).

A Operation

Use of the OnBoard Service requires compatible devices, Internet access, and certain software. Use may require periodic updates and may be affected by the performance of these factors. You agree that meeting these requirements, which may change from time to time, is your responsibility. The OnBoard Service is not part of any other service or offering, and no purchase of any other Passageways service or product shall be construed to represent or guarantee You access to the OnBoard Service.

You retain full ownership of your Posted Content. However, in the event of termination of your subscription, with termination notice, You acknowledge that Passageways shall have no responsibility to retain or return your Posted Content. Posted Content from a terminated OnBoard Site will undergo ordinary course deletion, of which You will be duly notified.

You agree to provide accurate and complete information when You register with, and as You use the OnBoard Service ("On Board Registration Data"), and You agree to update your On Board Registration Data to keep it accurate and complete.

You will receive access to the Services for the boards and committees and individuals authorized on your Account. You may, by written notice to Passageways, add additional boards and required Users, thereby granting access to additional individuals as Users, in which event Passageways shall invoice You, and You shall pay, the additional charges due for the Account. You may, on a permanent basis, substitute an individual for any single User without incurring any additional fees.

You agree not to permit access to, or use of, the OnBoard Service by any persons who are not defined as Users on your Account. No User shall permit access, through User ID and password sharing or otherwise, to the OnBoard Service to any other individual, group or institution. You shall disclose to Passageways, and update as necessary, the identity of all Users.

The term of this Agreement begins on the first date Passageways notifies the subscriber with portal access information ("Effective Date") and will continue for one year thereafter (hereinafter the "Initial Term"). The term of this Agreement will automatically renew for consecutive one-year terms (each a "Renewal Term"), unless You or We provide the other written notice of termination no later than thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Passageways may implement revised pricing for any Renewal Term by giving written notice of such price changes to You at least sixty (60) days prior to the expiration of the then current Term, and that

pricing will take effect unless You elect to terminate this Agreement in accordance with the preceding sentence. As used throughout this Agreement, the word "Term" will include the Initial Term and any Renewal Term(s).

You do not acquire any intellectual property or other rights, express or implied, in or relating to the OnBoard Service. Passageways reserves title, ownership, and all other rights to the Software, OnBoard Sites, and OnBoard Service, and You acknowledge and agree that You have no ownership rights therein.

You may not, and You represent and warrant that You will not, without prior written authorization from Passageways: rent, lease or sublicense, in whole or in part, the Software, OnBoard Sites, or OnBoard Service, provide non-Users with access to the Software, OnBoard Sites, or OnBoard Service, whether directly or through a service bureau, commercial time-sharing arrangement, or application service provider arrangement; use the Software, OnBoard Sites, or OnBoard Service to provide outsourcing or training services to non-Users; or otherwise market the Software, OnBoard Sites, or OnBoard Service to third parties.

You also may not, and represent and warrant that You will not, directly or indirectly, reverse engineer, disassemble, decompile, or attempt to imitate, derive or discover, the Software, OnBoard Sites, or OnBoard Service.

- C.1 Privacy

The OnBoard Service is subject to the Passageways Privacy Policy at <http://www.passageways.com/websiteprivacy.php>.

Passageways reserves the right to take steps, with a written notice, including inspection and removal of Posted Content and limitation of your access to Posted Content, which Passageways reasonably believes to be necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. Passageways will at all times respect Posted Content as your proprietary information. You agree that Passageways has the right, upon prior notice to You in accordance with applicable law, to disclose any Registration Data and/or Account information to law enforcement authorities and to cooperate with any legal process relating to your use of the OnBoard Service, and/or a third-party claim that your use of the OnBoard Service is unlawful and/or infringes such third party's rights.

Passageways collects certain commonly-used website information gathering tools ("Website Navigational Information") from Passageways Customers and visitors to Passageways websites as described in Passageways' Privacy Policy Notice (the "Privacy Policy") available at <http://www.passageways.com/websiteprivacy.php>. Passageways expressly incorporates the Privacy Policy herein. Passageways' Customers may electronically submit data or information to the Services for hosting and processing purposes ("Customer Data"). Passageways will not review, share, distribute, or reference any such Customer Data except as provided in the Passageways Master Subscription Agreement, or as may be required by law. In accordance with the Passageways Master Subscription Agreement, Passageways may access Customer Data only for the purpose of providing the Services or preventing or addressing service or technical problems or as may be required by law.

- C.2 Security and Digital Integrity

Passageways will take commercially reasonable security measures, consistent with commercially available technology and Industry Standards, to protect against unauthorized access to Posted Content and to maintain the digital integrity of Posted Content.

You agree that the OnBoard Service includes security technology that limits your use of OnBoard Services and that You shall use OnBoard Services in compliance with the applicable usage rules established by Passageways and its licensors ("Usage Rules"), and that any other use of the OnBoard Service may constitute a copyright infringement.

Security technology is an inseparable part of the OnBoard Service. Passageways reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, or otherwise tamper with any of the security technology related to Usage Rules for any reason, or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by Passageways for compliance purposes.

You shall not access or attempt to access an Account that You are not authorized to access. Violations of system or network security may result in civil or criminal liability.

▪ C.3 Acceptable Use

You are authorized to use OnBoard Service only for the activities of your Users. As between You and Passageways, You shall be solely responsible for, and Passageways shall have no responsibility for, monitoring and policing the adherence of Users of your OnBoard Site to all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Posted Content. You acknowledge and agree that Passageways' custodial function for Posted Content is limited to the technical operation and maintenance of the OnBoard Service and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Posted Content, or any functioning of any board of directors.

You agree to and are responsible at all times for using the OnBoard Service in a manner that is ethical, in accordance with any and all applicable Policies, and with applicable local, state, and federal laws and regulations.

You acknowledge that Passageways is not responsible or liable in any way for any content provided by others and has no duty to pre-screen such content. In the ordinary course Posted Content will not be reviewed by Passageways other than in consultation with You in connection with performance of support services requested by You. However, Passageways reserves the right to move, refuse, modify, and/or remove content from the OnBoard Site at any time, without prior notice and in its sole discretion, if Passageways in its sole discretion believes that the Posted Content may violate Passageways' Acceptable Use guidelines or applicable law.

Passageways, the Passageways logo, OnBoard, the OnBoard logo, and other Passageways trademarks, service marks, graphics, and logos used in connection with the OnBoard Service are trademarks or registered trademarks of Passageways, LLC in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the OnBoard Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

A Pricing and Payment

You shall pay the amounts set forth in your purchase agreement with Passageways in accordance with the terms and conditions stated in the purchase agreement.

You are responsible for payment of all applicable value-added (VAT), sales, use, license, goods and services and other similar taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Passageways' net income) under applicable law arising from the payment of fees by You to Passageways or the delivery and implementation of Services to You or your access to the Software. In the event any amounts due to Passageways are subject to withholding imposed by a government authority, You will gross up such payment such that the balance payable to Passageways after deduction of the applicable withholding taxes shall be equivalent to the entire amount invoiced. All pricing is in United States (US\$) dollars.

A Termination

This Agreement shall remain in full force and effect as long as You use the OnBoard Service.

If You fail, or Passageways suspects that You have failed, to comply with any of the provisions of this Agreement, Passageways, in its sole discretion, may terminate your Account and your license to use the OnBoard Service, with a written notice, and You will remain liable for all amounts due under your Account up to and including the date of termination.

You may terminate your Account by providing Passageways written notice of your intent to do so at least thirty (30) days prior to your Renewal Date.

Account termination shall not limit Passageways from pursuing other remedies available to it, including injunctive relief. Account termination shall not relieve You of your obligation to pay the entire annual Subscription Fee for the then-current Term and all other applicable fees, if any, due to Passageways for the use of the OnBoard Service.

Upon termination, You must immediately cease accessing and using the OnBoard Service.

In the event this Agreement is terminated, any provision which must survive in order to allow the parties to enforce its meaning shall survive, including without limitation, indemnification and limitations of liability.

A Modification of this Agreement

Passageways reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the OnBoard Service. Passageways may provide You with notices regarding the OnBoard Service, including changes to this Agreement, by notice to your log-in screen for the OnBoard and/or by email to your Account mailing address. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the OnBoard Service will be deemed acceptance thereof. The most current version of this Agreement will be available on the OnBoard Service website.

A Disclaimer of Warranties

PASSAGEWAYS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE ON BOARD SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THE ON BOARD SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE ON BOARD SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

A Limitation of Liability

You agree that Passageways will not be liable for loss, corruption or compromise of the confidentiality of your Posted Content, unless Passageways has been grossly negligent or has engaged in intentional misconduct, and such gross negligence or intentional misconduct is the proximate cause of such loss, corruption or compromise.

In the event of a technical interruption that renders the OnBoard Service unavailable to You for more than 24 hours, Passageways will extend your subscription by a number of days equivalent to the duration of the extension. You acknowledge and agree that the foregoing refund remedies represent a full and sufficient remedy and that You will refrain from seeking any other remedy for suspension or discontinuance of the OnBoard Service.

Passageways does not represent or guarantee that the OnBoard Service will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and You agree that Passageways shall have no liability to You relating thereto. In no event shall Passageways, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any indirect, incidental, punitive, special, or consequential damages related to your use of the OnBoard Service, including, without limitation, damages for loss of profits, loss of data, business interruption, harm to your computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if Passageways has been advised of the possibility of such damages.

Passageways' total cumulative liability for damages, expenses, costs, liability or losses to You arising out of or in connection with your use of the OnBoard Service or any other matter under this Agreement is limited to restitution of the amount prepaid by You for the OnBoard Service for the period beginning on the date of accrual of your alleged damage, expense, cost, liability or loss.

A Indemnification

You agree to defend and indemnify Passageways from every claim, demand, action, loss, liability, damage, subpoena, or other cost (including without limitation reasonable attorney's fees) it may incur arising out of or in any way connected with control or content of Posted Content or the operation of any board(s) associated with the OnBoard Sites. Passageways reserves the right at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

Passageways agrees upon your request to defend You at Passageways' direction and expense from any claim for injunctive relief that You may face as a result of gross negligence or intentional misconduct by Passageways in its operation of the OnBoard Service.

A Governing Law; Exclusive Venue

The OnBoard Service is operated by Passageways from its offices in Indiana, USA. This Agreement and your use of the OnBoard Service are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the OnBoard Service.

You expressly agree that courts of competent jurisdiction located in Indiana shall have personal jurisdiction over You for any action by or against Passageways arising out of or in connection with this Agreement and/or your use of the OnBoard Service, and courts of competent jurisdiction located in Tippecanoe County, Indiana shall be the sole and exclusive venue for any such action.

A Miscellaneous

You agree that Passageways' failure to act with respect to a breach of this Agreement by You or others does not waive Passageways' right to act with respect to that breach or subsequent similar or other breaches. Passageways will not be responsible for failures to fulfill any obligations due to causes beyond its control.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.