

This MASTER SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (as defined in Schedule A hereto) by and between Passageways and Customer (“You”, “Your” or “Customer”, as appropriate) (each as defined below, sometimes individually referred to herein as a “Party” and collectively, as the “Parties”).

“Passageways”	Passageways, Inc.
having its principal place of business at:	8 N 3 <sup>rd</sup> St., Lafayette, IN 47901
with written notices to be delivered to:	Same as above, Attn: Vice President of Sales
“You” or “Customer” Customer NAME:	
having its principal place of business at:	
with written notices to be delivered to: [Same as above] or [address and Attn: info]	

This Agreement governs Your subscription to Passageways’ OnBoard product. This Agreement consists of (i) this Cover Sheet, (ii) the OnBoard General Terms and Conditions attached hereto as Schedule A (the “OnBoard Terms”), (iii) the Service Level Agreement attached hereto as Schedule B, (iv) the Support Performance and Recovery Objectives as Schedule C, and (v) one or more Purchase Agreements (as defined in the OnBoard Terms) and all other attachments, addenda and amendments hereto.

CUSTOMER: \_\_\_\_\_ PASSAGEWAYS, INC.

BY: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

Schedule A

# OnBoard General Terms and Conditions

## 1. Overview of OnBoard

Passageways' OnBoard service ("OnBoard") is an online meeting solution for You and Your directors and authorized agents. OnBoard includes online storage space for storing, retrieving, and sharing Posted Content (as defined below). The Posted Content is stored in encrypted format in Passageways' cloud-based servers. Use of Your personal login credentials authenticates Your access to Posted Content, and to other persons' authorized to access Posted Content. Communications to and from You in OnBoard employ encrypted transfer mechanisms.

## 2. Definitions

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

- A. "Account" means the OnBoard subscription billing account for Users and OnBoard Site(s), as further described in the Purchase Agreement.
- B. "Documentation" means the training materials, user manuals, specifications and technical information generally made available by Passageways at <http://help.passageways.com>.
- C. "Effective Date" means that date Passageways first notifies You that You have been provided with access to OnBoard.
- D. "Industry Standards" means the generally-accepted standards and practices adopted and implemented by software-as-a-service (SaaS) providers.
- E. "OnBoard" means the software service known as "OnBoard" located at the URL [onboard.passageways.com](http://onboard.passageways.com) (or any successor URL) which establishes the framework for the creation of OnBoard Site(s) (defined below) and the transfer, storage and rendering of Posted Content. OnBoard includes remote access to the Software (defined below).
- F. "OnBoard Site" means a site maintained by Passageways within the URL [onboard.passageways.com](http://onboard.passageways.com) for authorized access to Posted Content via Your personal authentication credential.

- G. "Posted Content" means the content, documents, materials, and information posted or uploaded, distributed by Users to or through the OnBoard Site.
- H. "Purchase Agreement" means Your written agreement with Passageways for purchase of a subscription to OnBoard.
- I. "Services" means Passageways' support of Your use of OnBoard, including the uploading of data in encrypted format to OnBoard Site(s).
- J. "Software" means the computer software programs, mobile applications for access to the OnBoard Site(s), System Upgrades and interfaces made available to Users by Passageways in connection with OnBoard.
- K. "System Upgrades" means corrections, bug fixes, patches, improvements, new releases, new versions, updates, enhancements or other modifications to the Software and/or Documentation.
- L. "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).
- M. "You", "Your" or "Customer" means you the customer as listed on the Master Subscription Agreement.

### **3. Operation**

3.1 OnBoard Usage. Use of OnBoard requires compatible, updated client devices and Internet access, which are the responsibility of the User.

3.2 OnBoard Registration. All Users must provide accurate and complete information when registering to use OnBoard ("OnBoard Registration Data"), which must be kept up to date.

3.3 Access to OnBoard. Users will receive access to Your OnBoard Site for the boards and committees and individuals authorized under your Account. You may, by written notice to Passageways, add additional boards and Users, in which event Passageways shall invoice You according to Passageways standard fees then in effect. You may, on a permanent basis, substitute an individual for any single User without incurring any additional fees.

3.4 Access Methods. Passageways will provide a login and password for each User. Users may not access access OnBoard by any other means. You are solely responsible for, and shall take steps for, ensuring that OnBoard

logins and passwords are confidential by You and the Users to whom they are assigned. Passageways may deny access to OnBoard if Passageways has reason to believe that a login or password has been lost, stolen or compromised or is used contrary to the terms of this Agreement or threatens the security of Posted Content, the OnBoard service, or other Users. You agree not to permit access to, or use of, OnBoard by any persons who are not defined as Users on your Account. You are solely responsible for all acts or omissions of any person using OnBoard through logins or passwords assigned to Your Users. Use of OnBoard via Your logins and passwords is deemed to have been authorized by You and made by a User. If any of Your logins or passwords are lost, stolen or compromised, You will promptly notify Passageways. Upon receipt of such notice, the affected logins and passwords will be cancelled or suspended as soon as is reasonably practicable, but You are responsible for any actions prior to our receipt of that notice. You shall disclose to Passageways, and update as necessary, the identity of all Users.

3.5 Usage Data; User Validation. To aid Passageways' service-and-maintenance team, for a limited time Passageways retains server logs showing OnBoard usage. To aid Passageways' improvements to OnBoard, Passageways may retain data showing engagement with OnBoard. The retained data will not include Posted Content.

3.6 Third-party platforms. Passageways may modify OnBoard from time to time to adjust to availability and functionality of third-party platform connections that are activated by You or Your Users.

## **4. Privacy and Security**

4.1 Privacy. The Passageways Data Security Privacy Policy states Passageways' privacy commitment. Passageways may modify the Data Passageways Data Security Privacy Policy from time to time, but such changes will not materially degrade the level of security and privacy accorded to You. Passageways Data Security Privacy Policy can be found [\[here\]](#).

4.2 Security. Passageways will take commercially reasonable security measures, consistent with Industry Standards, to protect against unauthorized access to Posted Content and to maintain the digital integrity of Posted Content. Usage of OnBoard may be controlled and monitored by Passageways for security purposes.

## **5. Access to OnBoard**

5.1 Passageways Responsibilities. During the Term of your subscription to OnBoard, Passageways (a) grants You, solely for your internal and legitimate business purposes a revocable, non-exclusive, and non-transferable license ("License") to access and use those modules of OnBoard, including any System Upgrades, shown in the Purchase

Agreement; and (b) promises to provide OnBoard and the Services to Users as provided in the Purchase Agreement and Service Level Agreement (“SLA”) attached hereto as Schedule B.

5.2 Your Responsibilities. You are responsible for Your Users’ use of OnBoard. You will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Posted Content; (b) ensure that each User has all necessary permissions, consents, approvals and licenses for and to the Posted Content; and (c) comply with all applicable local, state, federal and foreign laws or regulations in connection with each User’s use of OnBoard. You shall not transfer or assign Your OnBoard account privileges to a third-party without Passageways’ prior written consent. Users are authorized to use OnBoard only for Your legitimate activities, and in accordance with any Acceptable Use Guidelines provided by Passageways to You from time to time. 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 Account to any such Acceptable Use Guidelines and all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Posted Content. You acknowledge that Passageways is not responsible or liable in any way for any Posted Content and has no duty to pre-screen such content. However, Passageways reserves the right to remove Posted Content from the OnBoard Site at any time, without prior notice, if Passageways in its sole discretion concludes that the Posted Content may violate Passageways’ Acceptable Use Guidelines or applicable law.

5.3 License to Passageways. You, on Your behalf and on behalf of your Users, hereby grant to Passageways a non-exclusive, non-transferable (except as otherwise provided in Section 14.5), non-sublicensable (except as necessary to any third-party hosting provider) and royalty-free right and license to copy, store, access, use, transmit and distribute and display the Posted Content solely for the operation of OnBoard.

5.4 Passageway Disclaimer. You acknowledge and agree that Passageways’ custodial function for Posted Content is limited to the technical operation and maintenance of OnBoard 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, executive leadership team, or any other group which utilizes the OnBoard Site.

## **6. Proprietary Rights**

6.1 Passageways Ownership/Reservation of Rights/Improvements. Passageways reserves all rights, title and interest in and to all components of OnBoard (including the Software), including all related intellectual property rights. Passageways shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to OnBoard, the Software or any new programs, upgrades, modifications or enhancements developed by Passageways or You in connection with rendering OnBoard to You, even when refinements and improvements result from your request, unless expressly set forth in a mutually executed statement of work for

custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in OnBoard by virtue of this Agreement or otherwise, You hereby irrevocably transfer and assign to Passageways all rights, title, and interest which You may have in such refinements and improvements.

**6.2 Restrictions.** You shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make OnBoard, the Software or the OnBoard Sites available to any third party; (b) modify, copy or create derivative works based on OnBoard or the Software; (c) frame or mirror any content forming part of OnBoard or the OnBoard Sites, other than on your own intranets or otherwise for your own internal business purposes; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the OnBoard, the Software or OnBoard Sites, whether directly or through a service bureau, commercial time-sharing arrangement, or application service provider arrangement; (f) use OnBoard, the Software or the OnBoard Sites to provide outsourcing or training services to non-Users; or (g) otherwise market Onboard, the Software or the OnBoard Sites to third parties; or (h) access OnBoard in order to build a competitive product or service, or copy any ideas, features, functions or graphics of OnBoard or the Software.

**6.3 Ownership of Posted Content.** As between OnBoard and You, You exclusively own all rights, title and interest in and to all Posted Content by You to OnBoard.

## **7. Confidentiality**

**7.1 Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary," or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of Passageways shall include the terms and conditions of this Agreement (including pricing and other terms reflected in all Purchase Agreements hereunder), provision of the Services, screen shots of OnBoard, pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. Without limiting the foregoing, Your Confidential Information shall include the Posted Content. Notwithstanding the foregoing, each Party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 7. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care.

7.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted), provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.

7.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7.5 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

## **8. Pricing and Payment**

8.1 Subscription Fees. You shall pay the amounts set forth in your Purchase Agreement(s) with Passageways ("Subscription Fees") in accordance with the terms and conditions stated in the Purchase Agreement. Subscription Fees shall be subject to change or increase as set forth in Section 9.1 or otherwise in the applicable Purchase Agreements.

8.2 Overdue Payments. Any payment due hereunder not received from You by the due date may accrue, at Passageways' discretion, late charges at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, You shall be responsible for attorneys' fees and other costs of collection in the event You fail to make payments as required under this Agreement.

8.3 Taxes. All amounts to be paid under this Agreement are exclusive of applicable value-added taxes (VAT) and all sales, use, license, goods and services and other similar taxes and all applicable import fees, customs duties, and similar charges under applicable law arising from the delivery and implementation of OnBoard and the Services to You (collectively, "Taxes"). The Parties shall cooperate with each other using all reasonable efforts to ensure that the transactions hereunder are not subject to Taxes. However, if any Taxes are levied, You are responsible for payment of all Taxes. In the event any amounts due to Passageways are subject to withholding imposed by a government authority, such amount will be remitted by You to the appropriate taxing authority for the benefit of Passageways. Thereafter, You will gross up such payment such that the balance payable to Passageways after adjustment for the applicable withholdings or Taxes shall be equivalent to the entire amount invoiced by Passageways as the purchase price payable to Passageways. You will cooperate with Passageways to provide information and records as Passageways may require in connection with any application by Passageways to any governmental taxing authority.

8.4 Non-Payment and Suspension of OnBoard. If Your Account is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, Passageways reserves the right to suspend access to OnBoard, but only if such past due account is not paid within five (5) business days after written notice of Passageways' intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to You and may continue until such amounts are paid in full.

## 9. Term

9.1 Term of Agreement. This Agreement commences on the Effective Date and will continue for one year thereafter (hereinafter the "Initial Subscription Term"). The term of this Agreement will automatically renew for consecutive one-year terms (each a "Renewal Subscription Term," and together with the Initial Subscription Term, the "Subscription Term"), unless You or Passageways provide the other written notice of termination no later than thirty (30) days prior to the expiration of the Initial Subscription Term or any Renewal Subscription Term. Passageways may implement revised Subscription Fees, in excess of the annual increment referenced in Your Purchase Agreement(s), for any Renewal Subscription Term by giving written notice of such price changes to You at least sixty (60) days prior to the expiration of the Subscription Term, and that pricing will take effect unless You elect to terminate this Agreement in accordance with this Section.

9.2 Early Termination. This Agreement may be terminated prior to the end of the Subscription Term as follows: (a) in the event that either Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement (and any Purchase Agreement) at any time thereafter that the breach is continuing by providing written notice to the non-breaching Party, (b) by You in accordance with Section 10.4 and (c) in accordance with Section 14.6.



9.3 Your Obligation to Pay. Termination of this Agreement shall not limit Passageways from pursuing other remedies available to it, including injunctive relief. Agreement termination shall not relieve You of Your obligation to pay the entire Subscription Fee for the applicable Subscription Term and all other applicable fees, if any, due to Passageways for the use of OnBoard.

9.4 Effect of Termination. Following the termination or expiration of this Agreement, (a) Passageways will convert Your Account to an inactive status, (b) You must immediately cease (and Passageways can block) Your accessing and using OnBoard and (c) You will retrieve all Your Posted Content no later than thirty (30) days after termination. Upon termination, You acknowledge that Passageways will have no responsibility to retain or return Your Posted Content; provided that Passageways will allow you to retrieve any Posted Content on or in the OnBoard Sites for up to thirty (30) days after termination. Subject to the foregoing, Posted Content from a terminated OnBoard Site will undergo deletion in the ordinary course of business, of which You will be duly notified.

9.5 Surviving Provisions. 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, Sections 7 (Confidentiality), 8 (Pricing and Payment) (until all amounts due hereunder are paid in full), 9.4 (Effect of Termination), 9.5 (Surviving Provisions), 10.5 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnification) and 13 (Non-Solicitation of Employees).

## **10. Warranties and Disclaimers**

10.1 Mutual Warranty. Each Party represents and warrants to the other that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

10.2 Your Warranty. You warrant that the Posted Content will not infringe on any copyright, patent, trade secret or other proprietary, privacy, or other right held by any third party, or violate any applicable law.

10.3 OnBoard Warranty. Passageways warrants that: (a) OnBoard will perform substantially in accordance with the terms of the Documentation; (b) Passageways will employ industry-standard protections against OnBoard harboring or transmitting any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; and (c) Passageways owns or otherwise has sufficient rights in the Software to grant to You the rights to use OnBoard.

10.4 Remedy for Breach of OnBoard Warranty. If OnBoard breaches the foregoing OnBoard Warranty, You must promptly notify Passageways in writing in reasonable detail describing the alleged breach. In the event

Passageways is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of Your notification of such non-conformance, You, as Your exclusive remedy for the breach and failure of Passageways to correct the same, shall have the right to terminate the Agreement and receive from Passageways the prepaid but unused portion of the Subscription Fee for the then-current Subscription Term (prorated based on the number of whole months left in the then-current Subscription Term).

10.5 Disclaimer. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONBOARD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO ONBOARD AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR STATEMENTS REGARDING CAPACITY OR SUITABILITY OR PERFORMANCE OF ONBOARD AND THE SERVICES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PASSAGEWAYS DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF ONBOARD WILL BE UNINTERRUPTED OR ERROR-FREE OR 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.

## 11. Limitation of Liability

In no event shall either Party, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable to the other Party for any indirect, incidental, punitive, special, or consequential damages related to use of OnBoard, or for any damages for loss of profits, business interruption, harm to any computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if the other Party has been advised of the possibility of such damages. Except as otherwise provided herein, Passageways' total cumulative liability for damages, expenses, costs, liability or losses to You or any User arising out of or in connection with use of OnBoard or any other matter under this Agreement is limited to restitution of the amount prepaid by You for OnBoard for the annual Term in which Your alleged damage, expense, cost, liability or loss accrues.

## 12. Indemnification

12.1 By Passageways. Passageways shall defend and indemnify You and Your Users against any claim, suit, action or proceeding against You or Your Users alleging (a) that OnBoard, as used by You or Your Users in the manner and for the purposes authorized in this Agreement, infringes a valid U.S. patent or copyright or (b) harm caused by any grossly negligent, unlawful, willful or intentional act or omission by Passageways.

12.2 By You. You shall defend and indemnify Passageways against any claim, suit, action or proceeding against Passageways alleging (a) that You or Your Users have used OnBoard other than in compliance with this Agreement; (b) that You or Your Users have deployed Posted Content that infringes or violates the proprietary, privacy or contractual rights of a third party or has otherwise harmed a third party; (c) harm caused by participation by You or Your Users in the operation of any board(s) associated with use of OnBoard by You or Your Users; or (d) harm caused by any grossly negligent, unlawful, willful or intentional act or omission by You or Your Users.

12.3 Procedure. The Party seeking indemnification must promptly notify the indemnifying Party in writing of the indemnifiable claim and provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of the indemnified claim. An indemnifying Party will select counsel for defense of the indemnified claim and direct and control the defense. Provided the indemnifying Party is diligently conducting such defense, the indemnifying Party shall not be liable for any attorney's fees of the indemnified Party. The indemnifying Party must obtain the indemnified Party's consent to any settlement (said consent not to be unreasonably withheld, conditioned or delayed), except that no such consent shall be required if the settlement or compromise requires no payment of damages by the indemnified Party and does not admit any liability or determination against the indemnified Party or materially restrict the indemnified Party.

### **13. Solicitation of Personnel**

If during the Subscription Term, either Party hires a current employee of the other Party, the hiring Party will pay the other Party a recruitment fee equal to two times (2x) the hired employee's annual salary with the other Party. Notwithstanding the foregoing, each Party may solicit and hire such persons through general public advertisements that are not primarily targeted at such persons.

### **14. General Provisions**

14.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

14.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the first business day after sending by overnight courier services; or (d) when sent, if sent by electronic mail (with a "read receipt" requested) during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, and provided that either a "read receipt" has been received by the sending Party (the Parties hereby agreeing that they shall confirm or acknowledge a read receipt when they receive an electronic mailing), or a response to or acknowledgement of the email has been received by the sending Party. Notices to Passageways

shall be addressed to the attention of its President. Notices to You shall be addressed to Your signatory of this Agreement unless otherwise designated below.

14.3 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

14.4 Severability. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. 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.

14.5 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.6 Force Majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, that Party shall give to the other Party prompt notice of the force majeure with reasonably full particulars concerning it. Thereupon the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove the Force Majeure as quickly as possible. The term "Force Majeure" shall mean an act of God, strike, industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, failure of utilities, failure of internet or hosting facilities, any unauthorized server or computer violation or other security violation, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension. If a Party cannot perform under this Agreement for a period of thirty (30) or more consecutive days, the other Party may terminate this Agreement upon written notice given prior to any re-commencement of performance. This Section shall not excuse any non-payment of monies or fees owed from one Party to the other.

14.7 Governing Law. OnBoard is operated by Passageways from its offices in Indiana, USA. This Agreement and Your use of OnBoard are governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana.

14.8 Litigation Venue. 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 use of OnBoard, and courts of competent jurisdiction located in Tippecanoe County, Indiana shall be the sole and exclusive venue for any such action.

14.9 Entire Agreement. This Agreement, including the Purchase Agreement and any schedules and exhibits, represents the entire agreement between the Parties, and expressly supersedes and cancels any prior or contemporaneous oral or written agreements on the subjects herein. This Agreement and the Purchase Agreement shall be interpreted to be consistent with one another. In the event there is an irreconcilable inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control. Each party acknowledges that it is not entering into the Agreement on the basis of any representations not expressly contained herein. This Agreement may be signed in counterparts. The Parties recognize that over time, technology and market conditions may affect the service levels that are feasible and that become necessary in order to maintain OnBoard at a competitive level in the marketplace. As a result, this Agreement may be amended from time to time by Passageways to incorporate all amendments and modifications that are generally offered to new customers of Passageways. Such amendments shall be delivered by e-mail to Your primary representative and shall become effective upon receipt by You. Your continued use of OnBoard shall constitute acceptance of any amendments or modifications.

14.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of this Agreement by facsimile, email, or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

## SCHEDULE B – SERVICE LEVEL AGREEMENT

Capitalized terms used but not otherwise defined in this Service Level Agreement (“SLA”) shall have the meaning ascribed to them in [Schedule A](#) or as otherwise set forth in the Agreement.

### 1. Availability and Maintenance of OnBoard.

(a) End User Functions – The OnBoard end user interfaces will be available for use pursuant to the Agreement 99.5% of the time over the course of each calendar month (“Availability Percentage”), subject to the exceptions noted in Section 1(b) of this SLA. The Availability Percentage will be calculated based on the number of minutes in the calendar month, and the number of minutes for which OnBoard may not be available while still meeting the Availability Percentage are herein the “Allowable Minutes.”

(b) Exceptions to Availability – The OnBoard end user interfaces may not be available for use under the following circumstances: (i) Normal Maintenance and Urgent Maintenance as described in Sections 1(c) and 1(d) below; (ii) the negligent or willful acts or omissions of You, or any Users, including, but not limited to third parties and customers; (iii) the failure or malfunction of equipment, applications or systems not controlled by Passageways; (iv) any third party or public network or systems unavailability (v) circumstances or causes beyond the control of Passageways, including instances of Force Majeure; or (vi) breach of the Agreement by You.

(c) Normal Maintenance – “Normal Maintenance” means performing preventive maintenance or hardware and Software upgrades to the components of OnBoard to add features or repair errors that are not immediately affecting Your use of the OnBoard end user interfaces. Passageways shall make commercially reasonable efforts to conduct Normal Maintenance outside of the hours of 8AM through 5PM, Monday through Friday, EST (Eastern Standard Time).

(d) Urgent Maintenance – “Urgent Maintenance” means performing maintenance on the Software or hardware components of OnBoard to repair errors that are immediately affecting Your use of the OnBoard end user interfaces. During Urgent Maintenance, the OnBoard end user interfaces may be unavailable. Passageways may undertake Urgent Maintenance at any time deemed necessary. OnBoard may be down for Urgent Maintenance a total of two (2) hours per month.

(e) Notification – Passageways will provide a minimum of forty-eight (48) hours prior notice for planned Normal Maintenance and, unless exigent circumstances require otherwise, two (2) hours prior notice for any required Urgent Maintenance by posting a notification on Passageways’ website.

2. Downtime and Credits. Passageways will grant a credit allowance to You if You experience Downtime (as defined herein) of OnBoard in any calendar month. Such credit allowance shall be equal to the pro-rated charges of one (1) day of software license fees owed Passageways under an affected Purchase Agreement

for each twenty-four (24) hour period of Downtime or fraction thereof during the applicable calendar month. For purposes of this SLA, the term "Downtime" means the number of minutes that OnBoard end user interfaces are unavailable to You during a given calendar month in excess of the Allowable Minutes, but shall not include any unavailability which is the result of any of the exceptions noted in [Section 1\(b\)](#) above. Upon Your written request to Passageways, Passageways shall provide You with a written report detailing all instances of Downtime during the previous month, including, without limitation, the start time and duration of each outage. Any credit allowances accrued by You may be offset against any and all payments owed to Passageways pursuant to the Agreement, provided that a maximum of one (1) month of credit may be accrued per month. Such credit shall be Your sole and exclusive remedy for the failure of the OnBoard end user interfaces to meet the Availability Percentage.

3. Periodic Modification. The Parties recognize that over time, technology and market conditions may affect the service levels that are feasible and that become necessary in order to maintain OnBoard on a competitive level in the marketplace. As a result, this SLA may be amended from time to time by Passageways during the Subscription Term of the Agreement to incorporate all improvements included in this SLA that are generally offered to new customers of Passageways. Such amendments shall be delivered by e-mail to Your primary representative and shall become effective upon receipt by You. Your continued use of OnBoard shall constitute acceptance of any amendments or modifications.

**SCHEDULE C – SUPPORT PERFORMANCE AND RECOVERY OBJECTIVES**

Capitalized terms used but not otherwise defined in this customer Support Performance and Recovery Objectives and shall have the meaning ascribed to them in Schedule A or as otherwise set forth in the Agreement. Passageways strives to achieve these objectives as outlined below:

1. Recovery Objectives – The OnBoard Service will provide the following recovery objectives:

- (a) For Active Geo-Replication:
  - i Database Recovery Point Objective: < 5 seconds
  - ii Database Estimated Recovery Time: < 30 seconds
  - iii Service Recovery Time Objective: < 5 minutes
- (b) For Point-In-Time Restore:
  - i Any Restore Point within the last 35 days
  - ii Service Recovery Time Objective: < 1 hour

2. OnBoard Customer Support

(a) Passageways’ Customer Support service-level objectives for OnBoard are as follows:

	Online Resources	Email	Call-in
For all customers with OnBoard Core Package, Governance Package, Global Package or Collaboration Package	Y	See 2(b)	8am-8pm M-F Standard, 24x7 Emergency
Trials	Y	See 2 (b)	8am-8pm M-F Standard, 24x7 Emergency

(b) Passageways’ Support ticket reply times for OnBoard Customer Support by Package (Urgent/High/Normal/Low) priority in hours:



<u>a</u>	First Reply Time	Next Reply Time
For all customers with OnBoard Core Package, Governance Package, Global Package or Collaboration Package	1/2/8/8	2/8/16/16
Trials	4/6/8/8	4/8/16/16