

SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement (together with all Exhibits hereto the “Agreement”) is between Passageways, Inc., a Delaware for-profit corporation, with offices at 8 North 3rd Street, Suite 101, Lafayette, Indiana 47901 (“Passageways”) and the person or entity (“Subscriber”) named in that certain Purchase Agreement (“Purchase Agreement”) entered into by and between Passageways and Subscriber concurrently with this Agreement.

1. DEFINITIONS

“**Agreement**” means the Purchase Agreement, this Software Subscription Agreement between Passageways and Subscriber together with all Exhibits hereto.

“**Authorized User**” means each individual designated by Subscriber and authorized by Passageways to access the OnSemble Platform.

“**Bug**” means any reproducible malfunction reported to Passageways by Subscriber that prevents the OnSemble Platform from performing in accordance with the Specifications.

“**Confidential Information**” has the meaning set forth in Section 16.1.

“**Consulting Deliverable**” means certain optional custom software source code deliverables created by Passageways and designed to facilitate or enhance Subscriber’s use of OnSemble.

“**Consulting Services**” means any services performed by Passageways to create a Consulting Deliverable.

“**Delivery Method**” refers to one of two delivery methods Subscriber may use to access the OnSemble Platform: (i) In-House Setup or (ii) a Hosted Portal.

“**Documentation**” means all operation instructions, release notes, user manuals and help files and materials (in written or electronic form) for the OnSemble Platform.

“**Effective Date**” means the earlier of the initial subscription start date specified in the Purchase Agreement or the first date on which Passageways provides Subscriber with access to OnSemble Platform, either for In-House Setup or Hosted Portal.

“**Hosted Portal**” means the “Software as a Service” version of the OnSemble Platform which is hosted by Passageways together with other related web hosting, optional fee based professional services and other related hosted services available from Passageways.

“**In-House Setup**” means a subscription for the downloadable version of the OnSemble Platform subscription by Subscriber.

“**Initial Subscription Term**” means one year following the Effective Date as more particularly described in Section 9.1.

“Intellectual Property” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“OnSemble Data” means Intellectual Property developed or owned by Passageways along with any Third-Party Materials that is incorporated in or relates to the OnSemble Platform, including, but not limited to, all text, graphics, data, names, logos, service marks and trademarks, and information contained in the OnSemble Platform excepting only any Posted Content.

“OnSemble Platform” means the OnSemble Data and software used to operate the intranet software programming more commonly known as “OnSemble” together with any Updates, the Documentation, and the Consulting Deliverables (if any).

“OnSemble Services” means any subscription services, Consulting Services or other services provided by Passageways pursuant to this Agreement or the Purchase Agreement.

“Passageways” means Passageways Inc., a Delaware corporation with offices at 8 North 3rd Street, Suite 101, Lafayette, Indiana 47901 and any of its successors and assigns.

“Posted Content” means the data, content, documents, materials, and information posted, uploaded, or distributed by Subscribers to or through the OnSemble Platform.

“Privacy Policy” means Passageways’ Privacy Policy, as amended from time to time, and available at <http://www.passageways.com/privacy.php> together with all amendments and modifications thereof.

“Purchase Agreement” means that certain Purchase Agreement entered into by and between Passageways and Subscriber.

“Renewal Subscription Term” means each one-year renewal term following the Initial Subscription Term as more particularly described in Section 9.1.

“Specifications” means the technical performance specifications for the OnSemble Platform as described in the Documents.

“Subscriber” means the person or entity named in the Purchase Agreement.

“Subscription Fees” means all the sums payable by Subscriber to access the OnSemble Platform together with all other payments fees and Taxes payable under this Agreement or the Purchase Agreement.

“Subscription Term” means the Initial Term together with all Renewal Subscription Terms as described in Section 9.1.

“Taxes” means all applicable value added, sales, use, and other taxes and all applicable export and import fees, custom duties, and similar charges (other than taxes based on Passageways’ net income).

“Technical Support Services” means routine technical support services to facilitate Subscriber’s use

of the OnSemble Platform.

“**Third-Party Materials**” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the OnSemble Platform that are not proprietary to Passageways or Subscriber.

“**Updates**” means all updates, fixes, modifications or new releases of the OnSemble Platform that Passageways makes generally available to its customers without additional charge and that is intended to replace a prior version of the OnSemble Platform.

2. SOFTWARE DELIVERY AND GRANT OF SUBSCRIPTION

2.1. Grant of Subscription. Subject to Subscriber’s continued compliance with the terms and conditions of this Agreement, Passageways grants Subscriber a limited, non-exclusive, non-assignable license (without the right to sub-license) to access and use the OnSemble Platform solely for the benefit of Subscriber according to the Delivery Method specified in the Purchase Agreement, during the Subscription Term.

2.2. Authorized Users. Subscriber shall be responsible for any unauthorized use of the OnSemble Platform by any Authorized User. Subscriber may obtain a subscription from Passageways to support additional Authorized Users beyond the maximum number of Authorized Users specified in Purchase Agreement at Passageways’ then-current price for an additional fee. The added functionality may include the ability to interface with third-party software programs and websites.

2.3. Authority and Access. By registering and accepting the terms of this Agreement, Subscriber and each of its Authorized Users, hereby represents and warrants to Passageways that: (i) s/he is the duly authorized agent of Subscriber and has the authority and legal capacity to register and accept this Agreement on behalf of the Subscriber, and/or to register and accept the same on his/her own behalf and to be bound thereby; and (ii) Subscriber will take all steps necessary to ensure that each Authorized User so accepts and is bound by the same.

3. PROPRIETARY RIGHTS

3.1. OnSemble Platform. OnSemble Platform and all content provided by Passageways are the sole property of Passageways, or other third-parties, and are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any comments, suggestions or ideas or other information submitted to Passageways, in writing, by e-mail or otherwise to Passageways will be the property of Passageways and Passageways will have all rights therein without any obligation to compensate the Subscriber. Ownership of all Third-Party Materials is and will remain with the respective owners thereof subject to any express licenses or sublicenses granted to Passageways or Subscriber. Passageways is and will remain the sole and exclusive owner of all right, title and interest in and to the OnSemble Platform and content provided by Passageways.

3.2. Posted Content. The OnSemble Platform allows Subscriber to create, store or share

Posted Content. To the extent necessary to provide the OnSemble Platform to Subscriber, to protect Subscriber, and to improve the OnSemble Platform, Subscriber grants to Passageways an intellectual property license to use Posted Content to support the OnSemble Platform. Passageways does not claim ownership of Posted Content.

4. PRIVACY

To aid Passageways' service-and-maintenance team, Passageways temporarily retains server logs showing engagement with the OnSemble Platform. Passageways respects the privacy of Subscriber and all Authorized Users and does not sell or share Posted Content to third parties. Passageways' Privacy Policy is expressly incorporated into this Agreement by this reference.

5. COPY AND USE RESTRICTIONS

5.1. Permissible Copying. Subject to confidentiality restrictions described in Section 16 and the express written permission of Passageways, Subscriber may create a copy of OnSemble Platform to the extent reasonably necessary for Subscriber's legitimate archival needs, provided that Subscriber shall store such additional copies separately from any actively used software.

5.2. Restrictions. Subscriber shall not, nor shall Subscriber cause or allow any Authorized User or other third party under its reasonable control to: (i) decompile, disassemble, reverse engineer, modify, or translate the OnSemble Platform or otherwise attempt to derive source code except to the extent expressly permitted by applicable law; (ii) remove any product identification or proprietary rights notices; (iii) lease, lend, or rent the OnSemble Platform, or otherwise use the OnSemble Platform on behalf of third parties; (iv) externally publish any performance or benchmark tests or analysis relating to the OnSemble Platform; (v) use the OnSemble Platform in any way that would infringe any third-party rights to any Intellectual Property right or result in a breach of any agreement to which Passageways or Subscriber may be a party; (vi) use, install or access any product or product version not expressly licensed or delivered through the Purchase Agreement; or (vii) transfer, assign, or delegate its rights or duties under this Agreement without the express written authorization of Passageways; provided, however, that Subscriber may assign its rights in whole (but not in part) to the surviving corporation of any merger, consolidation or reorganization to which Subscriber is a party. Any assignment by Subscriber in violation of this Section shall be void.

5.3. In-House Setup. If Subscriber has an In-House Setup, Subscriber is solely responsible for complying with applicable law and/or the terms and conditions of licenses relating to all third-party content, websites, databases, database software, and other software, including but not limited to, Microsoft SQL Server, Microsoft Windows, and any other software that may be required to operate, or that is enabled by or interfaces with, the OnSemble Platform. If Subscriber is not compliant with any applicable law or such licenses, as a result of its use of the OnSemble Platform or otherwise, the burden is solely upon Subscriber to obtain all licenses that are necessary to become and remain compliant with applicable law or the terms of any applicable licenses and shall pay for any software or other costs as necessary to satisfy this obligation.

5.4. Hosted Portal Access. If Subscriber uses a Hosted Portal to access the OnSemble Platform, the Subscriber must obtain and pay any fees for access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access

device. The Subscriber may access the Hosted Portal only by means of the interface provided by Passageways. Although the Hosted Portal is generally accessible worldwide, access may not be available to all persons or in all locations. Passageways reserves the right to limit access to the Hosted Portal from any location. Storage space for the Hosted Portal is currently provided in accordance with Passageways' current price list, and it may be impossible to store some data or information at the Hosted Portal due to space constraints. Subscriber agrees that Passageways is not responsible or liable for any interruption of access to Posted Content.

5.5. Subscriber Assistance. Subscriber agrees to provide Passageways reasonable access to all necessary personnel that can answer questions or resolve problems reported by Subscriber regarding the OnSemble Platform.

6. PAYMENT

6.1. Subscription Fees. Subscriber shall pay Passageways the fees specified in Purchase Agreement for the OnSemble Platform, any OnSemble Services or Consulting Deliverables. The Subscription Fees are due by the Effective Date for the Initial Subscription Term and upon the invoice terms for each Renewal Subscription Term. Late payments bear interest at the rate of one and one-half percent (1.5%) per month, or, if lower, the maximum rate allowed by law. Subscriber shall indemnify Passageways for any costs incurred (including reasonable attorney fees) in the collection of Subscriber's past-due accounts.

6.2. Taxes. Subscriber is responsible for payment of all Taxes arising from the payment of Subscription Fees or the delivery or subscription to the OnSemble Platform or the OnSemble Services. All amounts to be paid under this Agreement are exclusive of applicable 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, Subscriber is 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 Subscriber to the appropriate taxing authority for the benefit of Passageways. Thereafter, Subscriber 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. Subscriber 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.

7. COMPLIANCE

Upon Passageways' request, Subscriber will promptly furnish to Passageways a signed statement confirming Subscriber's compliance with this Agreement. Passageways may, upon fifteen (15) days' prior notice to Subscriber, but not more than annually, audit Subscriber's use of the OnSemble Platform (including access to premises, computer equipment, installation and maintenance records and, if appropriate, server access logs). Such audits shall be at Passageways' expense, provided that, in the event of non-compliance with a material term of this Agreement or an overuse of more than five percent (5%) by Subscriber with this Agreement, Subscriber shall reimburse Passageways for the reasonable costs of such audit (and the next subsequent audit), as well as pay any amounts due under this Agreement, together with interest set forth in Section 6.1, if applicable.

8. SOFTWARE UPDATES

8.1. Software Updates.

(i) *Updates.* Passageways shall make available to Subscriber each Update. Passageways shall make available to Subscriber one machine-readable copy of each Update. Updates are designated as follows: (i) a “Major” functional release is indicated by a change in the first digit of a version number (e.g. from 4.0 to 5.0); (ii) a “Minor” functional release is indicated by a change in the second digit (e.g. from 4.0 to 4.1); or (iii) a “Maintenance” release is indicated by a change in the third digit of a version number (e.g. from 5.0.1 to 5.0.2). Maintenance releases shall be provided as necessary in response to a Subscriber inquiry. Subscriber shall be solely responsible for the installation and testing of any Updates. Passageways reserves the right to impose additional charges for Major functional releases, not more often than once every 2 years, which provide substantial additional features or perform additional functions not provided or performed by the version of the OnSemble Platform originally subscribed to Subscriber.

(ii) *Bug Fixes.* Passageways shall exercise commercially reasonable efforts to correct any Bugs. Subscriber shall be responsible for the installation and testing of any Bug fixes.

(iii) *Third-party platforms.* Passageways may modify the OnSemble Platform from time to time to adjust to availability and functionality of third-party platform connections that are activated by Subscriber.

8.2. Consulting Deliverables. Subscribers accessing the OnSemble Platform through an In-House Setup or a Hosted Portal may contract with Passageways for Consulting Services to provide a Consulting Deliverable.

8.3. Technical Support Services. Subscriber may request, and Passageways will provide Technical Support Services subject to the terms of the Agreement.

8.4. Retirement of Releases. Passageways shall retire prior commercial releases of the OnSemble Platform as follows: (i) one month after the commercial release of the subsequent maintenance release; (ii) no sooner than two (2) months after the commercial release of a new minor functional release; (iii) no sooner than six (6) months after the commercial release of a new major functional release. Notwithstanding the foregoing, Passageways shall provide telephone support, during normal business hours, with respect to questions regarding the “how-to” use of a retired release of the OnSemble Platform for six (6) months following its retirement.

9. TERM AND TERMINATION

9.1. Subscription Term. This Agreement commences on the Effective Date and will continue for one year thereafter, or such shorter period as specified in the Purchase Agreement (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 Subscriber or Passageways provides the other with 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 the Purchase Agreement, for any Renewal Subscription Term by giving written notice of such price changes to Subscriber at least sixty (60) days prior to the expiration of the Subscription Term. Pricing for revised Subscription Fees will take effect unless Subscriber elects to terminate this Agreement in accordance with this Section.

9.2. Termination. Either party may terminate this Agreement by written notice if the other party fails to perform or observe any of its obligations under this Agreement and such failure is not, or cannot reasonably be cured within forty-five (45) days after written notice thereof from the terminating party. Notwithstanding the foregoing, Passageways may immediately, by written notice to Subscriber, suspend or terminate Subscriber's access to OnSemble Platform if Subscriber fails to make any payment pursuant to this Agreement. All access to the OnSemble Platform shall terminate automatically upon any termination of the Agreement.

9.3. Rights Upon Termination. Upon termination of this Agreement, all of Subscriber's right to use the OnSemble Platform shall immediately cease. For an In-House Setup, Subscriber shall promptly return to Passageways all copies of the OnSemble Platform in its custody, possession or control. Subscriber shall deliver a certificate signed by an officer certifying Subscriber's compliance with this Section. For a Hosted Portal, (a) Passageways will convert Subscriber's account to an inactive status, (b) Subscriber must immediately cease accessing and using the OnSemble Platform and (c) Subscriber must retrieve all Posted Content no later than thirty (30) days after termination. Upon termination, Subscriber acknowledges that Passageways will have no responsibility to retain or return Posted Content. Subject to the foregoing, Posted Content from a terminated OnSemble Platform will undergo deletion in the ordinary course of business, of which Subscriber will be duly notified.

9.4. Obligation to Pay. Termination of this Agreement shall not limit Passageways from pursuing other remedies available to it, including injunctive relief. Termination shall not relieve Subscriber of Subscriber's obligation to pay the Subscription Fees for the applicable Subscription Term and all other applicable fees, if any, due to Passageways for the use of OnSemble Platform.

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, Section 6 (Payment) (until all amounts due hereunder are paid in full), 7 (Confidentiality), 9.3 (Rights upon Termination), 9.5 (Surviving Provisions), 13 (Indemnification), 14 (Limited Warranty Disclaimer), 15 (Limitations of Remedies and Damages), and 16 (Confidentiality).

10. USE RESTRICTIONS FOR HOSTED PORTAL

10.1. Monitoring and Use of Hosted Portal. The Subscriber is responsible for monitoring the contents, use of and access to the Hosted Portal and all such information, and use of and access thereto by Authorized Users who are minors. Without limitation, the Subscriber agrees that it and its Authorized Users will use the OnSemble Services and the Hosted Portal only in accordance with these terms, and will not use them to:

- a) upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any material (i) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, objectionable or libelous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any Intellectual Property rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information;
- b) provide inaccurate, incomplete, outdated or misleading information, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on the Hosted Portal;
- c) modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the OnSemble Platform;
- d) interfere with or disrupt any links or click-through URLs provided through the OnSemble Platform, or servers or networks connected thereto, or violate the regulations, policies or procedures of such servers or networks, or interfere with another's use and enjoyment of the OnSemble Platform;
- e) attempt to gain unauthorized access to the OnSemble Platform, or other computer systems, servers or networks connected to the OnSemble Platform; or
- f) violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation.

11. HOSTED PORTAL BACK UP

Passageways regularly backs up Posted Content, and stores the same for a limited time. Subject to the limitations contained herein, upon Subscriber's request and payment of any applicable fees, Passageways will make reasonable efforts to restore Posted Content stored on the Hosted Portal. Passageways will have no liability for any failure to back up or restore such Posted Content, or for interruptions, delay or suspension of access to or unavailability of Hosted Portal, or any loss of Posted Content, data or transmissions.

12. EXCLUSIONS

Passageways shall have no obligation to maintain or support: (i) the OnSemble Platform or any other products or services except as specifically directed or approved in writing by Passageways; (ii) use of the OnSemble Platform other than in strict accordance with this Agreement; (iii) discontinued or retired versions of the OnSemble Platform; (iv) incidents arising as a result of Subscriber or any Authorized

User's misuse or negligence.

13. INDEMNIFICATION

13.1. Indemnification of Subscriber. Passageways shall defend and indemnify Subscriber against any claim, suit, action or proceeding alleging (a) that the OnSemble Platform, as used by Subscriber and each Authorized User 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. Should any portion of the OnSemble Platform, or the operation thereof become, or in Passageways' opinion be likely to become, the subject of a claim of infringement, Passageways may, at its option, either (i) procure for Subscriber the right to continue use of the OnSemble Platform; (ii) provide a modification to the OnSemble Platform so that its use becomes non-infringing; (iii) replace the OnSemble Platform with a version of OnSemble Platform which is substantially similar in functionality and performance; or (iv) refund the residual value of the Subscription Fees paid by Subscriber for the affected portions of the OnSemble Platform, depreciated over a one (1) year period from the date of the Purchase Agreement. This Section 13 exclusively states all of Subscriber's rights against Passageways in case of an infringement of any third-party rights. Passageways shall have no additional liabilities with regard to the infringement of any third-party right.

13.2. Indemnification of Passageways. Subscriber shall defend and indemnify Passageways against any claim, suit, action or proceeding alleging (i) that Subscriber and/or any Authorized User has used the OnSemble Platform other than in compliance with this Agreement; (ii) that Subscriber or any Authorized User infringes or violates the proprietary, privacy or contractual rights of a third party or has otherwise harmed a third party; (iii) any harm caused by participation by Subscriber or any Authorized User in the operation of any board(s) associated with use of the OnSemble Platform; or (iv) harm caused by any grossly negligent, unlawful, willful or intentional act or omission by Subscriber or any Authorized User.

13.3. Indemnification 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.

14. LIMITED WARRANTY AND DISCLAIMER

14.1. OnSemble Platform Warranty. Passageways warrants that, when delivered and for a period of ninety (90) days thereafter, the OnSemble Platform will substantially conform to the Specifications. The preceding warranty will not apply if: (i) the OnSemble Platform is not used in accordance with this Agreement including, without limitation, according to the Documentation; (ii) the OnSemble Platform, or any part thereof, have been modified without the prior written consent of Passageways; or (iii) a defect in the OnSemble Platform has been caused by any of Subscriber's

malfunctioning equipment.

14.2. Non-Infringement. Passageways warrants that any OnSemble Platform will not infringe any Intellectual Property rights of any third party.

14.3. Consulting Deliverables. Each Consulting Deliverable comes with a limited thirty (30) day warranty which accrues from the date on which the respective Consulting Deliverable is delivered to Subscriber. If Subscriber does not provide Passageways with a written notification of non-conformance on or before the end of this thirty (30) day warranty period, all Consulting Deliverables will be considered conformant. Passageways does not guarantee any Consulting Deliverable will be compatible with future versions of the OnSemble Platform. If Subscriber contracts with Passageways to provide annual compatible assurance services as part of the Consulting Services, Passageways will provide the necessary services to correct any compatibility issues at no additional charge to Subscriber. If Subscriber has not contracted with Passageways to provide annual compatible assurance services, Passageways may provide additional Consulting Services to correct compatibility issues with future versions of OnSemble Platform at Passageways' then current rates.

14.4. Disclaimers. OTHER THAN THE WARRANTY SET FORTH IN THIS SECTION 14, THE ONSEMBLE PLATFORM AND ANY SERVICES ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF PASSAGEWAYS IS AUTHORIZED TO MAKE ANY MODIFICATIONS OR ADDITIONS TO THE LIMITED WARRANTY SET FORTH IN THIS SECTION 14. PASSAGEWAYS FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN. PASSAGEWAYS DOES NOT WARRANT THAT THE ONSEMBLE PLATFORM WILL BE ERROR-FREE. SUBSCRIBER ACKNOWLEDGES THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCTS REMAINS WITH SUBSCRIBER. To the extent that a particular jurisdiction does not allow for the exclusion of implied warranties, any implied warranties under this Agreement are limited to ninety (90) days without affecting any other limitation contained in this Agreement.

15. LIMITATION OF REMEDIES AND DAMAGES

15.1. Limitation of Damages. REGARDLESS OF THE BASIS OF RECOVERY CLAIMED, WHETHER UNDER ANY CONTRACT (INCLUDING CONTRACTUAL INDEMNIFICATION OBLIGATIONS HEREUNDER), WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF CONTRIBUTION OR ANY OTHER THEORY OF LIABILITY, PASSAGEWAYS' LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE ONSEMBLE PLATFORM AND ANY SERVICES FOR ALL CLAIMS IN THE AGGREGATE SHALL BE LIMITED AS FOLLOWS: EVEN IF PASSAGEWAYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE: PASSAGEWAYS SHALL NOT BE LIABLE FOR LOSS OF USE OF, LOSS OF, OR DAMAGE TO SYSTEMS, PROGRAMS OR DATA; COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR ANY RELIANCE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, AND IN NO EVENT WILL PASSAGEWAYS' LIABILITY EXCEED THE AMOUNT PAID BY SUBSCRIBER TO PASSAGEWAYS UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS PRECEDING THE POINT IN TIME WHEN SUBSCRIBER HAS INCURRED DAMAGES.

15.2. Damages Cap. TERMS AND CONDITIONS RELATED TO THE SERVICES CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. IN CASE OF NON-CONFORMING SERVICES WHICH ARE NOT PROMPTLY REMEDIED BY PASSAGeways FOLLOWING RECEIPT OF SUBSCRIBER'S WRITTEN NOTICE, SUBSCRIBER SHALL AS ITS SOLE REMEDY BE ENTITLED TO CANCEL ITS SUBSCRIPTION TO THE ONSEMBLE PLATFORM AND RECEIVE A PRO RATED REFUND OF ANY PREPAID FEES BASED ON THE TWELVE (12) MONTHS PRECEDING THE POINT IN TIME WHEN SUBSCRIBER HAS INCURRED DAMAGES.

15.3. Acknowledgement. Subscriber acknowledges that Passageways relies on the foregoing limitations of liability in its overall economic assessment of granting the subscriptions herein and that it constitutes a material inducement for Passageways to provide the OnSemble Platform and the OnSemble Services at the negotiated prices set forth in the Purchase Agreement.

16. CONFIDENTIALITY

16.1. Confidential Information. Each party may have access to certain confidential and proprietary information of the other party ("Confidential Information"). Except as provided in this Section 16, all information obtained from the other party is to be treated as Confidential Information. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure as evidenced by written records and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information as evidenced by written records.

16.2. Court Order. This Section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid court order, provided that if a party in possession of the other party's Confidential Information is required by a governmental body or court of law to disclose such Confidential Information, such party agrees to give the owner of the Confidential Information reasonable advance notice so that the owner may contest the disclosure or seek a protective order.

16.3. Continuing Obligations. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than in the performance of this Agreement. Subscriber shall not disclose the results of any performance tests of the OnSemble Platform to any third party. The parties agree to hold each other's Confidential Information in confidence during the Subscription Term and for as long as the Confidential Information remains confidential.

16.4. Standards. The parties shall use commercially reasonable means to implement appropriate administrative, technical and physical safeguards to (a) insure the confidentiality of the above described information, (b) protect against threats or hazards to the security or integrity of the above described information (c) protect against unauthorized access to or use of the above described information, (d) comply with all applicable laws. It is the express intent of the parties that these warranties of confidentiality be construed broadly and comprehensively. All warranties set forth in this paragraph shall survive termination of this Agreement for any reason.

17. NON-SOLICITATION

Subscriber shall not employ or solicit for employment, directly or indirectly, any personnel of Passageways for a period of two (2) years after termination of this Agreement without the express written consent from Passageways.

18. INJUNCTIVE RELIEF

In the event of a material breach of this Agreement or any Intellectual Property rights, the parties agree that monetary damages would not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, either party will be entitled to seek an injunction or other equitable relief against such material breach or any infringement of Intellectual Property rights.

19. GOVERNING LAW; VENUE

19.1. Choice of Law. This Agreement will be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana.

19.2. Exclusive Venue. Subscriber expressly agrees that courts of competent jurisdiction located in Indiana shall have personal jurisdiction over Subscriber for any action by or against Passageways arising out of or in connection with this Agreement and/or Subscriber's use of OnSemble Platform, and courts of competent jurisdiction located in Tippecanoe County, Indiana shall be the sole and exclusive venue for any such action.

20. GENERAL

20.1. Section Headings. Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

20.2. Notices. All notices delivered under the Agreement shall be in writing and deemed given upon receipt when delivered personally or upon confirmation of receipt following delivery of (i) overnight courier service, or (ii) registered or certified mail, return receipt requested, postage prepaid, in each case addressed at the address indicated below the signature block on this Agreement, or at such other address of which one party is notified by the other in writing.

20.3. Non-Waiver. The failure of a party to enforce or exercise any term of this Agreement does not constitute a waiver of such term and shall in no way affect that party's right to later enforce or exercise it. The waiver by a party of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement, or portion thereof, that is held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations or, if it cannot be amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Agreement will continue in full force and effect.

20.4. Relationship of Parties. The parties will at all times be independent contractors. Neither party has granted to the other, the right to bind it in any manner whatsoever and neither party shall hold itself out as entitled to do the same. Nothing herein will be deemed to empower either party to be

the agent / legal representative of the other or to constitute the parties as partners, co-owners, or joint venturers.

20.5. Binding Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

20.6. Integration; Interpretation. The 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.

20.7. Amendments and Modifications. 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 the OnSemble Platform on a competitive level in the marketplace. As a result, this Agreement may be amended from time to time by Passageways during the Subscription Term to incorporate all amendments and modifications that are generally offered to new customers of Passageways. Such amendments shall be delivered by e-mail to the primary representative of Subscriber and shall become effective upon receipt by Subscriber. Subscriber's continued use of the OnSemble Platform shall constitute acceptance of any amendments or modifications.

20.8. Authority. Passageways and Subscriber each represent and warrant to the other as follows: (i) each has been duly organized, is validly existing and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement has been duly authorized, executed and delivered and constitutes the valid, legal and binding obligation of each party; and (iii) the execution and delivery of this Agreement and the performance of the Agreement will not violate, conflict with, result in a breach of, constitute a default under or be prohibited by, or require any additional approval under, its respective charter, certificate of incorporation, bylaws or any instrument or agreement to which it is a party or by which it is bound.