

PREAMBLE

This HOLD HARMLESS INDEMNIFICATION AGREEMENT ("Indemnification Agreement") is entered into as of an Effective Date of [Date], by and between CU*ANSWERS, a Credit Union Service Organization and Michigan Corporation, with its address at 6000 28th Street SE, Grand Rapids, MI 49546 ("CU*ANSWERS") and CREDIT UNION, with its address at [Address], ("CREDIT UNION").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Authorization and Performance of Services.

CREDIT UNION authorizes CU*ANSWERS to perform Programming Services with respect to the BANKJOY INTEGRATION ("Integration"), as quoted and provided for elsewhere. Programming Services includes the transmission of data and files to the party service provider ("BANKJOY").

2. Acceptance of Risk.

CREDIT UNION understands the risk of and agrees to allow CU*ANSWERS to provide Programming Services as needed for the Integration. CREDIT UNION expressly acknowledges and agrees that BANKJOY is a third-party providing independent, separate products and services that are not controlled by CU*ANSWERS. CREDIT UNION also expressly acknowledges that, except for transmission of files and data as developed and implemented by CU*ANSWERS as part of the Integration, data security and compliance with laws are the responsibility of CREDIT UNION and/or BANKJOY. This includes but is not limited to compliance with consumer notification laws.

CU*ANSWERS has no responsibility and assumes no liability for any security breaches or compliance violations, except for the transmission of files and data as developed and implemented by CU*ANSWERS as part of CU*ANSWERS' responsibilities for the Integration.

CREDIT UNION further acknowledges that reports and tools with CU*ANSWERS' data processing services and software may no longer function the same or provide the same results, if such functions or data are related to the independent, third-party products and services provided by BANKJOY. CREDIT UNION expressly agrees that such lack of functionality or results by CU*ANSWERS software and/or services is not a warranty violation by CU*ANSWERS, and CU*ANSWERS has no responsibility whatsoever for BANKJOY service levels or functionality, including no responsibility for support or troubleshooting, except for service levels and/or functionality directly related to CU*ANSWERS' responsibilities for the Integration.

3. Survival.

This Agreement shall survive termination of the Programming Services as described in Section 1.

4. Term and Termination.

This Agreement is effective as of the Effective Date. CREDIT UNION agrees to these terms until this Agreement is terminated by mutual agreement of the parties.

5. Disclaimer.

CU*ANSWERS' PROGRAMMING SERVICES ARE PROVIDED WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND CU*ANSWERS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY

IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON- INFRINGEMENT.

CREDIT UNION'S USE OF THESE SERVICES ARE AT CREDIT UNION'S OWN DISCRETION AND RISK, AND CREDIT UNION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THESE SERVICES AND MATERIALS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO MEMBER INFORMATION OR LOSS OF DATA.

CU*ANSWERS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING BANKJOY.

6. Limitation of Liability.

CU*ANSWERS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE OR RESPONSIBLE TO CREDIT UNION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, RELATED IN ANY WAY TO, OR IN CONNECTION WITH USE OF THE PROGRAMMING SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER PECUNIARY LOSS OF ANY KIND ARISING OUT OF, RELATED IN ANY WAY TO, OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROGRAMMING SERVICES, EVEN IF CU*ANSWERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES SHALL CU*ANSWERS BE LIABLE OR RESPONSIBLE TO CREDIT UNION FOR ANY AMOUNT.

7. Hold Harmless and Indemnity.

CREDIT UNION agrees that CU*ANSWERS shall have no liability whatsoever for any use made of the Programming Services. In addition to, and without limiting in any way, the hold harmless and indemnity in the Services Agreement, CREDIT UNION agrees to indemnify and hold harmless CU*ANSWERS and its directors, officers, agents, and employees from and against any and all suits, claims, damages, judgments, liabilities, costs and fees (including reasonable attorneys' fees) arising from, in connection with, or in any way related to CREDIT UNION's use of the Programming Services, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

8. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of such documents remain in full force and effect.

9. Venue and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of laws principles. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the state or federal courts located in Kent County, Michigan to the extent permitted by law.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement by the duly authorized signatures provided below.

CU*ANSWERS, INC.

CREDIT UNION

Geoff Johnson
CEO

[Name]
CREDIT UNION

Date

Date