

AdventHealth Credit Union

SaaS Terms & Conditions

These SaaS Terms and Conditions (these “**Terms**”) are a part of the SaaS Agreement (the “**Agreement**”) between AdventHealth Credit Union (“**AdventHealth Credit Union**”) and the “**Member**” identified in an Order (defined below). The Agreement consists of the Order between AdventHealth Credit Union and Member designated as the “**Organizing Order**,” each additional then effective Order agreed by AdventHealth Credit Union and Member, the version of these Terms in effect on the Order Effective Date of the Organizing Order and all other AdventHealth Credit Union-issued documents which are agreed to be part of the Agreement. Capitalized terms used but not defined herein are used as defined in the Organizing Order.

1. ORDERS; SUBSCRIPTION; USERS; OTHER LIMITS

1.1 Generally. AdventHealth Credit Union agrees to provide Member the Services described on each Order and as further described in AdventHealth Credit Union’s then-current documentation, and Member agrees to use such Services, all on the terms of the Agreement.

1.2 Orders. The Organizing Order and each additional SaaS Order Form provided by AdventHealth Credit Union and agreed by the parties, are each an “**Order**” and binding on the parties. Orders are non-cancellable by Member once accepted by AdventHealth Credit Union. If an Order conflicts with the other terms of the Agreement, the Order will control, but only with respect to the matters covered thereby.

1.3 Setup and Adding Users. “**Setup**” means that AdventHealth Credit Union has made the Services available to Member as described in the Organizing Order. To achieve Setup, the Member will provide AdventHealth Credit Union with such materials and information as are requested by AdventHealth Credit Union. After Setup, Member may provision User accounts and otherwise use the Services.

1.4 Subscription. Member is granted a limited, nonexclusive, non-transferable, non-assignable (except as provided in **Section 8.2**), revocable right (the “**Subscription**”) to use the particular options and capabilities of the Services (“**Features**”) identified in an Order pursuant and subject to the terms and conditions of the Agreement. The Subscription includes the right for Member and its Users and Recipients (each as defined below) to upload, transmit, and process content and other information through the Services (together with information provided by Member for the Setup, the “**Member Data**”). AdventHealth Credit Union is at all times the owner of the Services (excluding Member Data), including the underlying software, and, except for the Subscription, AdventHealth Credit Union retains all rights to the Services.

1.5 Term. The Subscription shall only be effective during the term of the Agreement (the “**Term**”). The Subscription includes the Features identified in an Order from the start of the Services Period indicated in the related Order and, unless otherwise agreed, ends at the end of the Term.

1.6 Users and Recipients. As of any date, each Member, employee, or contractor entitled or allowed to access the Services, regardless of whether such person is actually accessing the Services at that time, is a “**User**.” Each Member member responding to Text Messages from, or sending Text Messages to, Users is a “**Recipient**.” Member is responsible for the acts or omissions of all Users and Recipients, including any breach of the terms of the Agreement. Before using the Services, each User must successfully complete such training, if any, specified in the Services as being required. Such training is provided at no additional charge.

1.7 Improvements. The Subscription includes all future bug fixes, error corrections, new releases, updates, and program improvements to the Features licensed by Member, to the extent such improvements are generally made available to other Members for no additional fee.

1.8 Restrictions. Member may only use the Services for its internal business purposes. Member will not, directly or indirectly, do, or allow any User or Recipient to do, any of the following: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any related software, documentation or data related to the Services or upon which the Services are based; (b) modify, translate, or create derivative works based on the Services or any such software; (c) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party, including affiliates; (d) access the Services for the purpose of building a competitive product or service or copying its features or user interface; (e) allow any third party not authorized by AdventHealth Credit Union to access or view the Services; or (f) obscure any proprietary notices or labels on any part of the Services.

1.9 Feedback. If Member notifies AdventHealth Credit Union of any bugs or errors that Member identifies in the Services or otherwise provides suggestions, comments, and other feedback (individually and collectively, "**Feedback**"), then Member grants AdventHealth Credit Union a perpetual, irrevocable, royalty-free, sublicensable, and transferable license to use and exploit the Feedback without restriction.

2. **WARRANTY**

2.1 Warranty. AdventHealth Credit Union shall provide the Services consistent with prevailing industry standards, maintain the Services in a manner which minimizes errors and interruptions in the Services and not materially decrease the overall functionality of the Services during the then current Term. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by AdventHealth Credit Union or by third-party providers, or because of other causes beyond AdventHealth Credit Union's reasonable control. AdventHealth Credit Union shall take all reasonable efforts to reinstate Services and minimize the impact of any downtime. If AdventHealth Credit Union breaches the foregoing warranties, then, its sole obligation and Member's sole remedy shall be for AdventHealth Credit Union, at its election, to either correct such breach within 30 days or terminate the Agreement and refund to Member any prepaid and unused Fees.

2.2 Disclaimers. **EXCEPT AS SET OUT IN THE AGREEMENT, (A) ADVENTHEALTH CREDIT UNION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND (B) THE SERVICES ARE PROVIDED "AS IS" AND ADVENTHEALTH CREDIT UNION DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OF INFORMATION, AND NONINFRINGEMENT.**

3. **PRIVACY; ACCEPTABLE USE; DATA RIGHTS; SECURITY**

3.1 Privacy. Member agrees to the AdventHealth Credit Union "Privacy Policy" located at [https://AdventHealth Credit Union.com/privacy-policy/](https://AdventHealthCreditUnion.com/privacy-policy/). AdventHealth Credit Union may amend such policy from time to time, as set forth therein (as so amended, the "**Privacy Policy**"), and Member will be deemed to have agreed to such amendments as set forth in the Privacy Policy. Member and AdventHealth Credit Union agree that AdventHealth Credit Union may only use the Member Data in accordance with the Agreement and, to the extent applicable, the Privacy Policy. AdventHealth Credit Union may access Member Data, in connection with monitoring the Services for technical performance, to respond to service or technical problems, to plan for service upgrades or enhancements, and as otherwise stated in the Privacy Policy. AdventHealth Credit Union will not otherwise monitor, edit, or disclose Member Data, without Member's prior permission.

3.2 Acceptable Use. Member, Users, and Recipients shall use the Services only for lawful purposes, in compliance with all applicable laws. Member, Users, and Recipients shall not access, post, or transmit any Prohibited Content on or through the Services. “**Prohibited Content**” means content that violates the law, including content that infringes or misappropriates the rights of any third party and content that is used in violation of any license granted by the owner of such content or any content or information impersonating another person or entity. If AdventHealth Credit Union learns of any Prohibited Content on the Services, AdventHealth Credit Union or its suppliers or licensors may remove such content from the Services or disable access to it. Member shall be responsible for all use of the Services by Users and Recipients, regardless of whether such use is known to or authorized by Member. The Services are provided for use in conformance with the terms and conditions of the Agreement. AdventHealth Credit Union may investigate suspected violations of the Agreement. If AdventHealth Credit Union becomes aware of possible violations, AdventHealth Credit Union may initiate an investigation, including gathering information from Member and examining materials on AdventHealth Credit Union’s servers. During the investigation, AdventHealth Credit Union, in its sole discretion, may suspend access to the Services by Member, Users, and Recipients and remove from the Services environment Member Data and other materials. If AdventHealth Credit Union determines, in its sole discretion, that a violation of the Agreement has occurred or Member’s, a User’s or a Recipient’s use of the Services (a) poses a security risk to the Services or any third party; (b) may adversely impact the Services or the systems or content of any other Member; (c) may subject AdventHealth Credit Union, its affiliates, suppliers, services providers or licensors, or any third party to liability; or (d) may be fraudulent, then AdventHealth Credit Union may take responsive action, including issuance of warnings to Member or the suspension or permanent termination of access to the Services, or any portion thereof.

4.3 Data Rights.

(a) *Ownership*. As between AdventHealth Credit Union and Member, Member exclusively owns all rights, title, and interest in and to all Member Data, subject to the terms of the Agreement.

(b) *Data Use*. Member hereby grants to AdventHealth Credit Union a non-exclusive, worldwide, royalty-free right to:

(i) During the Term, use, store, copy, transmit, modify, create derivative works of, sublicense, and display the Member Data to provide the Services, including to respond to service or technical problems, to confirm compliance with the terms of the Agreement, or otherwise at the Member’s direction, request or as expressly permitted;

(ii) during and after the Term, create data derived or inferred from the Member Data and collect and analyze information related to Member’s, Users’, and Recipients’ use of the Services (collectively, “**Usage Data**”). AdventHealth Credit Union may use Usage Data only in aggregate or other de-identified form and only to test, develop, improve, and enhance the Services and for other development, diagnostic, and corrective purposes in connection its products and services and the products and services of its affiliates. AdventHealth Credit Union also may disclose Usage Data solely in aggregate or other de-identified form in connection with its business.

(c) *Representations*. Member represents and warrants that (i) it has all rights, power, and the authority necessary for the collection, transmission, use, and processing of the Member Data as contemplated by the Agreement; (ii) it has acquired all consents necessary for use of the Member Data under the Agreement, including consent to send and receive Text Messages; and (iii) the Member Data does not contain any health records or health information. Member is solely responsible for the accuracy, content, and legality of all Member Data.

(d) *User and Recipient Rights*. Member agrees, to the extent required by applicable law, that it will notify Users and Recipients about the transmission and use of their data to AdventHealth Credit Union and

other third parties as permitted herein and obtain any consent needed to permit such transmission. Member will reimburse AdventHealth Credit Union for any expenses reasonably incurred by AdventHealth Credit Union (including reasonable attorneys' fees) by reason of its compliance with Member's instructions in the event of a dispute concerning the ownership, custody or disposition of Member Data, as well as AdventHealth Credit Union's reasonable fees incurred in complying with any data subject rights (such as providing a copy of or destroying, any such data) exercised by or on behalf of any User or Recipient.

(e) *Additional Terms.* Each of AdventHealth Credit Union and Member agree to provide additional commitments regarding Member Data protections if requested by the other party in accordance with applicable law. Such additional terms shall be set forth in a separate mutually acceptable "Data Processing Agreement."

4.4 Data and System Security.

(a) *Information Security Management.* AdventHealth Credit Union represents and warrants that it and its affiliates and representatives have implemented, currently maintain, and will maintain throughout the Term, a comprehensive, written information security program designed to protect Member Data and prevent a security breach, which includes administrative, technical, and physical safeguards designed to: (i) ensure the security and confidentiality of Member Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Member Data; and (iii) protect against unauthorized access to or use of Member Data which could result in harm or issues to Member or any of its clients, agents, or employees. The information security program will be kept current based on changes in applicable legal and regulatory requirements related to privacy and data security, best practices and industry standards, including (A) the Gramm-Leach Bliley Act; (B) the regulations of the National Credit Union Administration ("NCUA") contained in 12 CFR (Code of Federal Regulations) part 748 and its Appendix A – Guidelines for Safeguarding Member Information and B – Guidance on Response Programs for Unauthorized Access to Member Information and Member Notice; and (C) the Fair and Accurate Credit Transactions Act Pub. Law 108-159 as it pertains to the destruction/disposal of records (16 CFR 682) and 12 CFR part 749 – Records Preservation Program and Record Retention.

(d) *Passwords.* Member is responsible for maintaining the confidentiality of any password(s) and access codes given to access the Services and is fully responsible for all activities that occur under those usernames, password(s), and access codes, including assigning access privileges to Users and Recipients. Member agrees to notify AdventHealth Credit Union immediately of any unauthorized use of its password(s) and to take reasonable measures to disable accounts and/or generate new passwords in a timely manner. Member shall be solely responsible for the security of its usernames and passwords. Continued failure by Member to maintain password security may result in the suspension or termination of the Services.

(e) *Member System Security.* Member shall not compromise the security of the Services or any other system. Member's or any User's or Recipient's use or distribution of tools designed for compromising security is strictly prohibited, including password guessing programs, cracking tools, or network probing tools. AdventHealth Credit Union reserves the right to release identification information of Member, Users, and Recipients, if Member or such User or Recipient is involved in violations of security, to systems administrators at other services environments in order to assist them in resolving security incidents. AdventHealth Credit Union shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers. The Subscription does not grant Member, and Member hereby waives any right of physical access to, or physical possession of, any servers, equipment, real or personal property, or other assets.

(f) *System Monitoring.* AdventHealth Credit Union and its suppliers and licensors may, from time to time, monitor the Services electronically and access and disclose any information as permitted or

required by any law or regulation, to operate the Services properly, or to protect itself or other Members. AdventHealth Credit Union shall fully cooperate with law enforcement authorities in investigating suspected violators.

5. CONFIDENTIALITY

5.1 Proprietary Information Defined. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party or its affiliates, Members, or suppliers and their respective businesses (“**Proprietary Information**”). Proprietary Information of AdventHealth Credit Union includes (a) the Services and any and all other information relating to or contained in the Services, including information relating to the performance, capabilities, and content of the Services (but excluding Member Data); (b) Usage Data; and (c) any and all information relating to the future or proposed products, services or business operations of AdventHealth Credit Union or its suppliers or licensors. Proprietary Information of Member includes Member Data but does not include Usage Data. The Disclosing Party agrees that the foregoing shall not apply to any information that the Receiving Party can document (A) is or becomes generally available to the public through no fault of the Receiving Party; or (B) was in the Receiving Party’s possession or known by it prior to receipt from the Disclosing Party; or (C) was independently developed by the Receiving Party by persons who did not have access to any Proprietary Information of the Disclosing Party; or (D) was rightfully disclosed to the Receiving Party without restriction by a third party.

5.2 Protection of Proprietary Information. The Receiving Party agrees: (a) to take reasonable precautions to protect the Proprietary Information of the Disclosing Party, and (b) except in performance of the Services or as otherwise permitted herein, not to use or divulge to any third person any such Proprietary Information. Each party will only disclose the Proprietary Information of the other to such of its employees and contractors who are required to have the information in connection with the Agreement and who have signed a confidentiality agreement at least as protective as this **Section 5**. In addition, AdventHealth Credit Union may use and disclose Member Data to the extent set forth in the Privacy Policy. This Section shall not preclude disclosure of Proprietary Information to the extent required to be disclosed by applicable law; provided that the Receiving Party will provide prompt notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. Following the termination of the Agreement, each party will return or destroy, within 30 days of termination, all copies of the Proprietary Information disclosed by the other party, except for a limited number of electronic backup copies of such information as are automatically created and retained by the receiver’s standard backup processes and systems for purposes of disaster recovery.

5.3 Terms of the Agreement. Each party agrees to keep confidential and not to disclose the terms and conditions of the Agreement to any third party other than (a) in confidence to its affiliates, actual or potential investors, banks, lawyers, accountants and other professional advisors; (b) in connection with the enforcement of its rights under the Agreement; (c) as may be required by law, including in connection with the requirements of a public offering or securities filing; and (d) in confidence in connection with a merger or acquisition or a proposed merger or acquisition.

6. TERMINATION

6.1 Termination for Cause. In addition to any other remedies it may have, either party may also terminate the Agreement upon notice, if the other party materially breaches the Agreement and fails to cure such breach within 30 days (10 days in the case of payment breach) after a party notifies the other party of such breach.

6.2 Effect of Termination. Upon the termination or expiration of the Agreement for any reason, (a) the Subscription and Member’s and each User’s and Recipients’ right to access the Services and all licenses granted hereunder immediately terminate; and (b) AdventHealth Credit Union and its licensors shall have

no obligation to maintain any Member Data. If AdventHealth Credit Union terminates the Agreement due to Member's breach, then, in addition to AdventHealth Credit Union's other remedies, Member shall pay all amounts under the Agreement which would have been payable through the end of the Term (assuming the number of Users and Text Message usage is not reduced). Upon the termination or expiration of the Agreement Member may download a copy of all Member Data then in the Services databases in a standard machine readable format. The expiration or termination of the Agreement will not (i) affect Member's obligation to pay all amounts due to AdventHealth Credit Union accrued prior to termination (or, where applicable, after termination), nor (ii) entitle Member to reimbursement or refund of any amounts already paid to AdventHealth Credit Union. In addition, **Sections 1.9, 2, 5, and 6** will survive the expiration or termination of the Agreement.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BREACH OF OR LIABILITY UNDER SECTION 5, FRAUD, BODILY INJURY OF A PERSON, OR, TO THE EXTENT IT MAY NOT BE DISCLAIMED OR LIMITED, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (COLLECTIVELY, "EXCLUSIONS"), NEITHER PARTY, NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO THE SERVICES OR ANY OTHER SUBJECT MATTER OF THE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL. FOR ALL OTHER CLAIMS, EXCEPT FOR EXCLUSIONS AND MEMBER'S OBLIGATION TO PAY FEES HEREUNDER, NEITHER PARTY SHALL BE LIABLE UNDER THE AGREEMENT, IN THE AGGREGATE, FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY MEMBER TO ADVENTHEALTH CREDIT UNION IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE MOST RECENT SUCH LIABILITY, IN EACH CASE, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1 Severability. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

8.2 Assignment. The Agreement is not assignable, transferable, or sublicensable by Member, including by operation of law, except with AdventHealth Credit Union's prior written consent. AdventHealth Credit Union may assign and delegate its rights and obligations under the Agreement without consent. Any attempted assignment in violation of the foregoing is void.

8.3 Entire Agreement. The Agreement constitutes the entire, final, and complete agreement between the parties with respect to the subject matter hereof. The preprinted terms and conditions contained in any purchase order, order acceptance, or other document submitted by either party (other than Orders) and not specifically referenced in the Agreement will be of no effect, notwithstanding any contrary provisions in such terms. Except as expressly provided herein, no modification of or amendment to the Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing and signed by both parties.

8.4 No Agency. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and Member does not have any authority of any kind to bind AdventHealth Credit Union in any respect whatsoever.

8.5 Force Majeure. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, epidemics, orders or restrictions, or any other

reason where failure to perform is beyond the control of, and not caused by the negligence of, the non-performing party.

8.6 Construction. The Agreement is the result of negotiations among, and has been reviewed by, AdventHealth Credit Union and Member. Accordingly, the Agreement shall be deemed to be the product of both parties, and no ambiguity shall be construed in favor of, or against, either party.

8.7 Export Controls. Member may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.8 Other Interpretive Provisions. References in the Agreement to "Sections" are to sections herein unless otherwise indicated. The words "include" and "including" and words of similar import when used in the Agreement shall not be construed to be limiting or exclusive. For purposes of the Agreement, the word "will" shall be equivalent in meaning to the word "shall," both of which describe an act or forbearance which is mandatory under the Agreement. Except as provided in a particular context, the word "or" when used in the Agreement may mean each as well as all alternatives. Headings in the Agreement are for convenience of reference only and are not part of the substance hereof.