

BOARDnetWORK Platform Master Terms

These Master Terms set out, in each case pursuant to a signed “Subscription Registration Form” between Alliance Member Services (“AMS”) and the entity identified in the Subscription Registration Form as the “Client”: (1) the terms and conditions under which AMS grants to, and Client subscribes to use the BOARDnetWORK Platform (as defined in this Agreement), and (2) the services to be provided to Client in connection with the grant of rights pursuant to this Agreement. Any capitalized terms not defined herein shall have the meaning set forth in the Subscription Registration Form. Together the Subscription Registration Form and these Master Terms shall be understood to be the “Agreement.” In the event of any conflict between these Master Terms and the Subscription Registration Form, the Subscription Registration Form shall control. The Effective Date of the Agreement shall be as specified in the Subscription Form.

In consideration of the promises and mutual covenants set forth herein, AMS and Client hereby agree as follows:

1. DEFINITIONS

1.1 Defined Terms. In addition to other capitalized terms defined throughout this Agreement, the following terms shall have the meanings provided below:

- “*BOARDnetWORK Platform*” or “*Platform*” shall mean the board portal software as a service offering provided by AMS (including Updates) branded “BOARDnetWORK” and described in the related Documentation as updated from time to time.
- “*Client Data*” shall mean the text and other information that are published on the BOARDnetWORK Platform by Client.
- “*AMS’s Trademarks*” shall mean “BOARDnetWORK”, “Nonprofits Insurance Alliance”, “NIA”, “Nonprofits Insurance Alliance of California”, “Alliance of Nonprofits for Insurance”, and any future trademarks owned or licensed by AMS for use in promoting the BOARDnetWORK Platform.
- “*Documentation*” shall mean any documentation, specifications or technical information or materials which AMS either supplies generally in conjunction with BOARDnetWORK or supplies specifically in accordance with this Agreement.
- “*Server(s)*” shall mean the physical machine or machines on which the BOARDnetWORK Platform will be installed.
- “*Term*” shall mean the Initial Term plus any Renewal Terms
- “*Updates*” shall mean updates and/or enhancements of the BOARDnetWORK Platform as created and/or developed by or for AMS which are marketed under the same product number and nomenclature or which are marketed as a replacement for the BOARDnetWORK Platform, each as made generally available to AMS’s similarly situated customers.

2. DELIVERY OF PLATFORM AND SERVICES

2.1 Delivery of the BOARDnetWORK Platform and Updates. AMS shall deliver to Client the BOARDnetWORK Platform by means of installing it on a Server operated by AMS. AMS may design or develop BOARDnetWORK Platform Updates. AMS shall deliver to Client such BOARDnetWORK Platform Updates by means of installing them on the Server operated by AMS. AMS will provide BOARDnetWORK Platform Updates to Client during the Term of this Agreement at no additional charge. There may be a charge for labor associated with migrating existing customization during implementation of the Update. This charge will be communicated to Client prior to any Update being implemented. AMS reserves the right to modify the database design and structure with any subsequent Platform release.

2.2 Technical Support and Services. AMS will take reasonable measures to make available technical support services to Client during the business hours of Monday – Friday, 8:00AM – 5:00PM Pacific Time.

The staff of Client will perform all tasks related to Client Data management such as editing or deleting Client Data. All services performed by AMS will be performed in a workmanlike manner per industry standards of similarly situated software-as-a-service providers.

3. TERM

This Agreement shall become effective on and as of the Effective Date and expire with the Client NIA insurance policy. Upon expiration of the Initial Term, the agreement shall automatically renew for subsequent one-year periods (the “Renewal Term”) in conjunction with the terms outlined in the Subscription Registration Form.

4. GRANT OF RIGHTS

4.1 Grant of Rights. Subject to the terms and conditions set forth in this Agreement, AMS hereby grants to Client during the Term, and Client hereby accepts from AMS, the limited, non-exclusive, non-transferable right to:

- access and use the BOARDnetWORK Platform for all legal uses contemplated by this Agreement; and
- permit Client and end users to access the BOARDnetWORK Platform via the internet and use the BOARDnetWORK Platform, for all legal uses contemplated by this Agreement.

4.2 Restrictions. The rights granted in Section 4.1 above shall be limited as follows:

- Except as permitted under the Agreement, Client shall not copy or reproduce the BOARDnetWORK Platform nor in any way modify, sell, rent, lease, license, sublicense, resell any of its rights, distribute all or any portion of the BOARDnetWORK Platform to any person or entity;
- Except for the limited rights set forth in the Agreement, Client does not acquire any intellectual property or other rights, express or implied, in or relating to the BOARDnetWORK Platform; and
- AMS reserves title, ownership, and all other rights to the BOARDnetWORK Platform. Client shall not reverse engineer, decompile, or otherwise attempt to determine the source code or algorithms of the BOARDnetWORK Platform or otherwise interfere with or disrupt the BOARDnetWORK Platform.

- Client must not and represents and warrants it will not use the BOARDnetWORK Platform in any manner that is not authorized by AMS or in any manner that is prohibited by this Agreement. Client is responsible for all access and use of the BOARDnetWORK Platform by its end users and any person that gains access through Client or any of its end users.

4.3 Trademarks. AMS hereby grants Client the non-exclusive right to display and use BOARDnetWORK's Trademarks, provided that Client shall assure that the use of BOARDnetWORK's Trademarks is per AMS's express specifications. Client agrees that BOARDnetWORK's Trademarks shall remain the sole property of AMS and that Client will obtain no proprietary interest by virtue of this Agreement in any of AMS's Trademarks.

4.4 Transfer of Agreement. This Agreement may not be transferred without approval by AMS and Client. Approval will not be unreasonably withheld. Notwithstanding the foregoing, either party may transfer the Agreement to an affiliate or in the event of a change in control of the party without the other party's prior written consent.

5. CLIENT DATA AND CLIENT MATERIALS.

5.1 Client reserves all title and ownership of the Client Data residing in the BOARDnetWORK Platform.

5.2 Client hereby grants AMS the right to use the Client Data for providing the BOARDnetWORK Platform and support services pursuant to this Agreement.

6. TERMINATION

Without prejudice to any other rights, AMS may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must cease accessing the web site and destroy all components of the Platform in your possession.

7. COPYRIGHT

All title, including but not limited to copyrights, in and to the Platform and any components thereof are owned by AMS or its suppliers. All title and intellectual property rights in and to the content and data which may be accessed through use of the Platform is the property of the respective content and/or data owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content. All rights not expressly granted are reserved by AMS.

8. NO WARRANTIES

AMS expressly disclaims any warranty for the Platform. The Platform is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. AMS does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Platform. AMS makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. AMS further expressly disclaims any warranty or representation to Authorized Users or to any third party.

9. LIMITATION ON LIABILITY

In no event shall AMS be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use the Platform, even if AMS has been advised of the possibility of such damages. In no event will AMS be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. AMS shall have no liability with respect to the content of the Platform or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

10. CHOICE OF LAW

The parties agree that this Agreement is to be governed by and construed under the law of the State of California without regard to its conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state or federal court in Santa Clara County, California, without regard to the choice of law provisions.