



## WESCORP Automated Virtual Employee (WAVE) AGREEMENT

This agreement ("AGREEMENT") entered into by and between Western Corporate Federal CREDIT UNION (WESCORP) and the undersigned CREDIT UNION ("CREDIT UNION") contains the terms and conditions for WESCORP Automated Virtual Employee ("WAVE"). The parties agree that:

1. **RESPONSIBILITY OF WESCORP.** WESCORP will provide CREDIT UNION with access to the WAVE electronic access system, with such functions as WESCORP may, in its sole discretion, offer to CREDIT UNION. WAVE is accessed via the World Wide Web and is secured by software, hardware, or other security procedures selected by WESCORP, which may provide user authentication and/or data encryption. WESCORP will provide any such security procedures, hardware and/or software to CREDIT UNION subject to the terms of this AGREEMENT, and such additional terms and conditions as WESCORP may require from time to time.
2. **RESPONSIBILITY OF CREDIT UNION.** CREDIT UNION shall provide a personal computer, Internet Service Provider (ISP) connection and auxiliary equipment at CREDIT UNION's sole expense, and shall maintain such equipment in good working order. CREDIT UNION shall be solely responsible for access/upkeep of any associated "browser." Such personal computer, ISP connection and auxiliary equipment shall conform to the standards established by WESCORP. Security hardware and/or software may be made available to CREDIT UNION by WESCORP and be utilized as part of this AGREEMENT. CREDIT UNION shall return any such security hardware and/or software to WESCORP in the event of a deletion and/or termination of an employee of CREDIT UNION authorized to access WAVE. CREDIT UNION shall be responsible for the security and confidentiality of all matters related thereto.
3. **LEVEL OF SERVICE AND ACCESS.** WESCORP will establish levels of service and access to WAVE for individual users authorized by CREDIT UNION on, the required security access forms to perform WAVE user maintenance at the CREDIT UNION. CREDIT UNION accepts full responsibility for all transactions and/or WAVE user maintenance functions initiated and authorized by authorized WAVE users. These parties acknowledge that further upgrades may be required to access full WAVE functionality. Access to wire transfers on WAVE require CREDIT UNION to have a Funds Transfer Resolution on file at WESCORP. Additionally, each individual requiring wire transfer access must have an Authorized Representative and Designation AGREEMENT on file at WESCORP authorizing wire access. Individual access may be suspended by WESCORP, in its sole discretion and without prior notice, due to inactivity, suspected fraud, termination of employment or other business reasons. Access will be possible only during WESCORP's established hours of operation, which it may change from time to time without prior notice to CREDIT UNION.
4. **SUBLICENSE OF SOFTWARE.** These parties acknowledge and agree that, to facilitate secure access to WAVE, WESCORP has licensed certain software and software documentation ("the software") from Quest Software, Inc., which software is generally supported by software and/or hardware "tokens" (all collectively referred to following, in this paragraph 4, as "software"). By its delivery of same to CREDIT UNION, WESCORP does hereby grant it a non-transferable, non-exclusive sublicense to said software, for such sublicensing fees as may be set forth on the schedule of fees and charges, if any. By accepting and making use of said software, CREDIT UNION covenants and agrees with WESCORP as follows:
  - a. The software is the property of Quest Software, Inc. and/or WESCORP, and each shall retain full title and ownership rights in and to the software, including translations, modified forms, derivative works or copies of any of the foregoing that may be created by or for the benefit of CREDIT UNION.
  - b. CREDIT UNION will use the software only for its internal business purposes in gaining access to WAVE.
  - c. CREDIT UNION may not copy any software, including user manuals or other documentation, except as necessary for backup, archival or disaster recovery purposes, and provided that any such copy contain Quest Software, Inc. and/or WESCORP copyright notices and other proprietary marking.
  - d. CREDIT UNION shall not decompile, disassemble, or reverse engineer the software, or attempt to do so.
  - e. CREDIT UNION shall not copy, transfer, lend, sell, rent, lease or otherwise use the software except as expressly permitted and authorized by WESCORP. CREDIT UNION shall not use the software in conjunction with any non-Quest Software, Inc. product that decompiles or recompiles the software or in any way creates a derivative or modified copy of the software. CREDIT UNION shall not take nor permit any action that would permit it or any third-party any right, interest or ownership of any copy or form of the software or documentation, any translation, compilation, modification, or derivative work thereof, or any portion of the foregoing.
  - f. CREDIT UNION understands that it and its officers, employees, agents, or representatives, in the course of its use of the software, may have access to or come in contact with information including computer software systems and programs, data, operational techniques and methodology, ideas, concepts and documents, and business data including, but not limited to, client lists and other financial data of Quest Software, Inc. and of WESCORP (hereinafter referred to collectively as "Confidential Information"). The Confidential Information is deemed to have pecuniary value to Quest Software, Inc. and WESCORP, and to be confidential, proprietary, and trade secret in nature. CREDIT UNION agrees to protect and treat as confidential the Confidential Information and not to disclose the Confidential Information to third parties or to use such Confidential Information for any purposes whatsoever other than to abide by this AGREEMENT. CREDIT UNION will (i) require each of its employees, agents, consultants and representatives who have access to same to be bound by a written AGREEMENT prohibiting disclosure of Confidential Information of others to which they have access; (ii) advise each of them of their obligation to keep Confidential Information confidential; and (iii) not cause or permit other persons or entities to have access to Confidential Information without WESCORP's prior written consent.
  - g. This sublicense shall terminate upon the earlier of the termination of this WAVE AGREEMENT or WESCORP's election to substitute a superseding method of security access. Upon the expiration of said sublicense, CREDIT UNION will return all software, manuals, documentation, and tokens (and copies of same if any have been made) promptly to WESCORP.

5. **FEES AND CHARGES.** In consideration of the services to be provided by WESCORP under this AGREEMENT, CREDIT UNION shall pay to WESCORP such sublicensing fees, service fees, and charges as established on occasion by WESCORP for the provision of such services, as indicated in WESCORP's schedule of fees and charges that has been separately provided to, and the receipt of which is hereby acknowledged by, CREDIT UNION. CREDIT UNION hereby authorizes WESCORP to access its primary account, or such other account(s) maintained by CREDIT UNION with WESCORP, for the purpose of paying all such fees and charges when due. Fees and charges are subject to change upon 30 days' prior written notice to CREDIT UNION.
6. **TERM OF AGREEMENT.** The initial term of this AGREEMENT is one (1) year from the date of execution, and shall be automatically renewed for successive one-year terms. WESCORP or the CREDIT UNION may terminate this AGREEMENT at any time, with or without cause, upon 90 days' prior written notice to the other party. The CREDIT UNION may terminate this AGREEMENT at any time with or without cause upon 90 days' prior written notice to WESCORP.
7. **LIMITATION OF LIABILITY.** In no event shall WESCORP be liable for any loss of or damage to revenue, profits or goodwill, or other special, incidental, indirect and consequential damages of any kind resulting from the furnishing, performance or use of WAVE or WAVE documentation delivered to CREDIT UNION hereunder; including, without limitation, interruption of business, even if WESCORP has been advised of the possibility of such damages. Damages arising from the wrongful action or inaction of WESCORP under this AGREEMENT shall be LIMITED to the lesser of its actual damages or the aggregate of fees paid by CREDIT UNION to WESCORP under this AGREEMENT. The WAVE site may contain links to other Internet sites ("third-party sites") that are not maintained by WESCORP. These links are provided solely for CREDIT UNION's convenience. WESCORP makes no warranties or representations about and disclaims any responsibility for the contents of any products or services offered in such third-party sites. Any reference to a linked site or any specific product or service by name does not constitute or imply its endorsement by WESCORP.
8. **INDEMNIFICATION.** CREDIT UNION agrees to indemnify, defend and hold WESCORP, its directors, officers, employees and agents harmless from and against any damage, loss or liability of any kind including, without limitation, reasonable attorneys' fees and court costs that result directly or indirectly, in whole or in part, from the services provided hereunder.
9. **APPLICABLE LAW AND FORUM.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the United States. Any lawsuit relating to the enforcement of the terms and conditions of the AGREEMENT or arising out of this AGREEMENT shall be filed in a Court of proper jurisdiction in the County of Los Angeles in the State of California.
10. **PRIVACY AND SECURITY OF FINANCIAL INFORMATION.** In the course of performing its obligations under this AGREEMENT, WESCORP may come into possession of "nonpublic personal information" of CREDIT UNION'S natural-person "members" or "customers" as those terms are used in NCUA Regulations at 12 CFR Parts 716 and 748. WESCORP acknowledges and agrees that it may not make any use of that information itself, nor may WESCORP disclose that information to the use of any other person or business with whom WESCORP deals, except solely as is necessary to carry out the purposes of this AGREEMENT. Further, WESCORP agrees to use reasonable efforts to maintain physical, electronic and procedural safeguards that meet or exceed industry norms and any applicable legal requirements (including, but not limited to, the most current requirements for the protection of consumer information within NCUA Regulations and Guidelines at its Part 748), to guard member/customer records and information from any anticipated threats or hazards to the security or integrity of such records, and protect against unauthorized access to or use of member/customer records or information which could result in substantial harm or inconvenience to any member/customer. The types of safeguards which may be put in place, and which may be used alone or combination with others, include: firewalls, software tokens, hardware tokens, VPN technology, strong 128-bit encryption, on-site 24/7 security guards, and electronic badge entry/exit systems. Further, WESCORP agrees to adopt and maintain reasonable information security policies and procedures, consistent with Part 748 which address: internal accounting controls, operational controls, administrative controls, preventive controls, detective controls, and corrective controls. In addition WESCORP agrees to take appropriate actions to address incidents of unauthorized access to or use of consumer information, including notification of the CREDIT UNION as soon as possible of any such incident, so as to enable the CREDIT UNION to expeditiously implement its own response program. Further WESCORP agrees to dispose of all such consumer information after its retention is no longer required under the applicable Agreement, in the manner required by law and/or regulation, including but not limited to Part 748.
11. **AUTHORITY TO ENTER AGREEMENT.** The individual(s) executing this AGREEMENT on behalf of CREDIT UNION and WESCORP do hereby represent and warrant that they are duly authorized by all necessary action to execute this AGREEMENT on behalf of their respective principals.

**In witness whereof, the parties hereto have executed this AGREEMENT effective as of the date executed by WESCORP, as indicated below.**

\_\_\_\_\_ CREDIT UNION

**Western Corporate Federal Credit Union**  
 924 Overland Court  
 San Dimas, CA 91773-1750

Account Number \_\_\_\_\_

By (signature) \_\_\_\_\_

Address \_\_\_\_\_

Name (print) **Cindy Shipps**

By (signature) \_\_\_\_\_

Title **Vice President, Member Services**

Name (print) \_\_\_\_\_

Executed on \_\_\_\_\_, 20 \_\_\_\_\_  
 at San Dimas, California

Title (print) \_\_\_\_\_