



Software License Agreement

1. Orders. This is a legal agreement between the entity which ordered the accompanying Software (our "Customer") and Harland Financial Solutions, Inc. ("HFS"). By signing an HFS order request referencing this Software License Agreement (the "Agreement") or by using the Software, Customer acknowledges that (a) Customer was the ordering entity; (b) the individual signing the order request or using the Software has authority to bind Customer to these terms; (c) Customer agrees to be bound by the terms of this Agreement; and (d) Customer agrees that the terms of this Agreement apply to any previously provided Software to which the accompanying Software is an update or an additional module.

An HFS order request referencing this Agreement along with the order request's other attachments and references (collectively the "Order Request") form the complete contract for each transaction between HFS and Customer. However, if the parties have agreed that the terms of a pre-existing fully executed comprehensive agreement are to govern, those terms shall replace these as part of the contract. Order Requests may include licensing software ("Software"), rendering services ("Services"), and furnishing other deliverables. Software or Services described in an Order Request include any documentation accompanying the applicable Software or Services ("Documentation"). An Order Request is not effective until accepted in writing by HFS and, once accepted, the Order Request is firm and noncancellable.

2. License.

A. Grant. HFS grants a non-exclusive, non-transferable license to the Software under the License Grant as both are identified in the associated Order Request. Unless the Order Request otherwise defines the term of the License Grant, it is perpetual. Each License Grant is only for the United States and its protectorates and provides Customer with the right to use the Software, consistent with its accompanying Documentation (defined below), for its internal purposes and to perform financial services for Customer's retail accounts in the normal course of Customer's business. Should the Order Request fail to identify a License Grant, the default shall be a "Unit License", which authorizes use of the Software by Customer on or by the number of workstations, seats, or users specified in the Order Request. A workstation means a monitor and keyboard capable of accessing the Software without regard to where the Software resides. For example, a laptop on which the Software is loaded, and a workstation which accesses a server (LAN, WAN or Internet) to use the Software are each a workstation. A printer (including a facsimile machine or any other device capable of allowing viewing or creating hard copies of a document produced by the Software) is considered a separate workstation when the printer resides in a building other than a building in which at least one other workstation resides. Customer must have a license for each workstation/seat/user that is capable of operating the Software, and Customer must have a device in place that will ensure the only workstations/seats/users that may access the Software are licensed to use the Software. HFS or its designated agents shall have the right to enter and inspect Customer's records and/or its computer system for the purpose of auditing Customer's usage of the Software. Access will be permitted with reasonable notice during business hours.

B. Software. Software includes standard products of HFS as well as the customizations, modifications, adjustments or error corrections specified in any Order Request or provided as part of any Services or Maintenance rendered by HFS. Documentation is licensed for use with the Software for Customer's internal purposes.

C. Delivery. HFS will use its best commercially reasonable efforts to deliver the Software and/or the Services specified in the Order Request to Customer on or before the delivery dates specified in the applicable Order Request.

D. Acceptance. Absent Customer's earlier written acceptance, Software and Services are accepted upon the earlier of: (a) any productive or commercial use of the Software and/or Services; or (b) 30 days following delivery.

3. Services and Maintenance.

A. Services. Services such as consulting, installation, and training may be provided to Customer under the terms of this Agreement. Services will be provided as specified in the applicable Order Request.

B. Maintenance. HFS will provide the maintenance and support ("Maintenance") specified in the applicable Order Request. Maintenance will commence upon delivery. Maintenance is provided on an annual basis and will be automatically extended for an additional year absent 90 days notice by either party prior to the end of the current annual maintenance term.

C. Discontinuing Maintenance. Should HFS decide to discontinue offering Maintenance, Customer will receive at least 6 months advance written notice. After Maintenance is discontinued, HFS may no longer support the Software and may dispose of the Software and Documentation including source code and other information.

D. Additional Products and Services are not Maintenance. Maintenance extends only to the Software identified in the Order Request and not to any other products or services. Maintenance does not include software development, software customization, software generation, or data conversion. Maintenance does not include diagnostic or error correction services for Software modified other than by HFS, or correction of errors resulting from any cause other than an act or omission of HFS.

4. Compensation.

A. Fees. In addition to License fees, Services fees (if applicable), Maintenance fees, and fees for additional products and Services, Customer will pay for labor and materials expended for Maintenance requests when the root cause is found to be outside HFS's responsibility, and out-of-pocket costs related to all the foregoing including shipping and reasonable travel and living expenses.

B. Invoices. Invoices shall be paid within 30 days after receipt (or as stated in the Order Request) without deduction, withholding or offset. HFS may suspend any License Grant, Maintenance and/or Services provided under this Agreement until payments are brought current.

C. Taxes. Customer will pay or reimburse HFS for all duties, taxes (other than taxes on HFS's income), fees or other similar amounts assessed or imposed by governmental authorities.

D. Interest. Amounts not paid when due are subject to finance charges of 1.5% per month or the highest rate permitted by law, whichever is less, compounded daily from the due date until paid. Payment of finance charges does not excuse or cure late payment. Payments received

are first applied to finance charges. Customer agrees to reimburse HFS for all reasonable costs HFS may incur for collection of any past-due amounts.

E. Price Changes. Except as otherwise specified in an Order Request, HFS may at any time change rates for Services and/or fees for Software or other items with respect to future orders. HFS may change Maintenance fees from time to time, effective on the upcoming anniversary of the commencement of the applicable Maintenance year, by giving Customer no less than 30 days prior notice.

5. Term; Termination.

A. Term. This Agreement remains in effect until performance is complete and all License Grants extended under the Order Request, if any, cease.

B. Termination for Default. If a party fails to cure a default within 30 days after written notice explaining the default, the non-defaulting party may immediately terminate any License Grants, Services or other deliverables to which the default relates. HFS may terminate this Agreement immediately by giving Customer written notice of termination if Customer becomes insolvent or subject to a bankruptcy proceeding.

C. Effect of Termination. Termination of this Agreement allows HFS to refuse any Order Request referencing this Agreement. Termination of an Order Request terminates further performance and if the termination is based upon a default any License Grant and Customer will: (a) immediately stop using all Software and promptly remove it from any hardware on which the Software is installed, and (b) at HFS's direction, within 20 days of termination return to HFS or destroy all copies of any Software and Documentation in Customer's possession or control and certify the return or destruction of all Software and Documentation. Customer's termination for default or convenience does not relieve Customer of any payment obligations, which arise prior to the effective date of the termination, including the payment of Services or Maintenance fees for any period (such as an annual maintenance period) that commences prior to the effective date of the termination.

6. Proprietary Rights.

A. Proprietary Rights. The Software, Services (including any associated work product), and Documentation are protected by copyright, trade secret and other proprietary rights of HFS and its suppliers. The Software, work product and Documentation are licensed, not sold to Customer. The right to use Documentation is contingent upon the right to use applicable Software or Services. HFS reserves all rights in the Software, Services, work product and Documentation not expressly granted to Customer.

B. Limitations on Use. Customer is permitted to make a reasonable number of copies of the Software for disaster recovery and back-up purposes. Unless otherwise stated on the Order Request, Customer will not: (a) reproduce the Software or Documentation; (b) distribute, sublicense or otherwise commercially exploit the Software, Services or Documentation or otherwise transfer or dispose of the Software, Services or the Documentation; (c) permit the use of the Software, Services or Documentation by others or otherwise operate the Software for third parties (e.g., as a service bureau or data processing service); (d) modify or translate the Software or Documentation; or (e) disassemble, reverse engineer or decompile the Software or otherwise attempt to discover any portion of the object or source code or trade secrets related to the Software.

C. Confidentiality/Privacy. Both parties may acquire certain information that is confidential, proprietary or trade secret information of the other party or a third party ("Confidential Information") in the performance of Order Requests. HFS acknowledges that Customer's Confidential Information includes Customer's customer information, including nonpublic personal information. Customer acknowledges that HFS's Confidential Information includes all source code, Software, Services and Documentation and any related system design, data base design, algorithms, trade secrets, technology, pricing and licensing. Other Confidential Information of either party shall be clearly identified in writing as Confidential at the time of disclosure or promptly thereafter. The party receiving Confidential Information will: (a) use such information solely for performance under this Agreement; (b) not disclose such information to any third party (excluding agents which are not potential competitors of the disclosing party and, in the case of HFS, its affiliated companies); and (c) otherwise protect such information from any unauthorized use or disclosure. The receiving party shall see that its employees, agents and affiliates having access to Confidential Information are bound by confidentiality obligations consistent with this provision.

HFS will maintain and monitor policies and procedures to meet the data security objectives of the Gramm-Leach-Bliley Act, the Fair and Accurate Credit Transactions Act, the Fair Credit Reporting Act and related regulations, by addressing administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of nonpublic personal information relating to Customer's customers; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer's customers. HFS will provide prompt notice to Customer if HFS becomes aware of an unauthorized disclosure involving Customer's "sensitive customer or member information," as those terms are defined by regulatory guidance issued by the applicable Federal agency which regulates Customer. Notification may be delayed to the extent necessary to prevent interference with a criminal investigation related to the disclosure. HFS will permit a review to assess whether appropriate key controls are in place and/or will provide reasonable documentation to verify that HFS has complied with its obligations under this paragraph, if (a) required of Customer by state or federal regulators; (b) conducted by either Customer and/or its regulator(s) at Customer's expense and during regular business hours; (c) limited to the scope of HFS's obligations with respect to the Software and pursuant to this paragraph; and (d) Customer provides reasonable advance notice. At HFS's option, in lieu of access, HFS may provide a SAS 70 or similar third-party report. At Customer's request, HFS may provide additional services related to its obligations under this paragraph at HFS's then-current fees for such services.

Nevertheless, neither party will be obligated to keep confidential any information that is: (a) publicly available through no fault of the receiving party, (b) received by the receiving party from a third party who is not under a confidentiality obligation regarding the information, (c) independently developed by the receiving party without referring to the Confidential Information,

or (d) required by applicable law to be disclosed by the receiving party, provided that the receiving party shall give prompt notice to the disclosing party (unless notice is not allowed by a regulating agency seeking such information) and assist and support the disclosing party's efforts to maintain the confidentiality of the information, including, but not limited to, securing protective orders and limiting the information disclosed). HFS may reflect the Customer's name in a customer list and the respective products involved.

D. Legends and Notices. The receiving party agrees to maintain all proprietary legends and notices on all tangible and electronic copies of Confidential Information, the Software and Documentation, particularly those legends and notices concerning ownership of trademarks and copyrights, and ownership and restricted usage of Software.

7. Warranty.

A. Software Warranty. For a period of 30 days following delivery of the Software (the "Warranty Period"), HFS warrants that the Software will function in all material respects consistent with its specifications appearing in the applicable Documentation. HFS does not warrant that the Software is free from all bugs, errors or omissions. The warranty does not extend to any failure of the Software caused by: (a) any modification or change not made by HFS; (b) any noncompliance caused by use of the Software in combination with products, goods, services or other items furnished by anyone other than HFS; or (c) use of the Software in an operating environment other than as specified by HFS. HFS will use reasonable efforts at its facility to correct any Software or Documentation that fails to comply with the foregoing warranty by delivering one or more error corrections, provided that Customer gives HFS prompt written notice of such failure during the Warranty Period, and HFS is able to reproduce the noncompliance in the operating environment for which the Software is designed. If, after the expenditure of such reasonable efforts, HFS is unable to correct the Software such that it complies with the foregoing warranty, HFS will refund all or (if Customer's license to use such Software continues) a reasonable portion of the license fees Customer has paid with respect to such Software in full satisfaction of all of Customer's claims relating to such noncompliance. Customer will supply HFS with all reasonably requested information to assist HFS in reproducing the failure.

B. Maintenance Warranty. HFS warrants that Maintenance will be provided in a professional and workmanlike manner, and that HFS will use reasonable efforts at its office to correct any failure of the Software to function in all material respects consistent with its specifications appearing in the applicable Documentation. This warranty does not extend to any failure of the Software caused by: (a) any modification or change not made by HFS; (b) any noncompliance caused by use of the Software in combination with products, goods, services or other items furnished by anyone other than HFS; and (c) use of the Software in an operating environment other than as specified by HFS. HFS will use reasonable efforts to correct any Software that fails to comply with the foregoing warranty by delivering to Customer error corrections consisting of workaround instructions, updates, revisions or patches to the Software and/or revisions or supplements to the Documentation, provided that (i) Customer gives HFS prompt written notice of such failure within 30 days following its occurrence, (ii) Customer provides HFS with all reasonably requested information to assist HFS in reproducing the failure, and (iii) HFS is able to reproduce the noncompliance in the operating environment for which the Software is designed. If after the expenditure of such reasonable efforts HFS is unable to correct the Software noncompliance, HFS will terminate Maintenance for the Software and, in full satisfaction of all Customer's claims relating to such noncompliance, refund a pro rata portion of the annual Maintenance Fees that Customer has paid based on the remainder of the period paid relative to the total period paid.

C. Services Warranty. HFS warrants that Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed. Provided that Customer gives HFS written notice of failure to meet the foregoing warranty within 30 days after completion of Services, HFS will use reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If HFS is unable to correct or re-perform the Services, HFS will refund a reasonable portion of the fees paid with respect to such Services.

D. Computer Viruses. HFS represents that to the best of its knowledge, based on use of commercially available virus detection programs, the Software does not contain any computer virus or other disabling device ("Virus"). If the Software fails to comply with the foregoing representation, HFS will use commercially reasonable efforts to replace the Software with a copy that is not affected by the Virus. Customer acknowledges that a Virus may not be capable of such detection and that it is Customer's responsibility to monitor and scan all computer programs and data that become part of Customer's computing environment.

E. Exclusive Warranties and Remedies. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 7 AND IN ANY APPLICABLE COMPLIANCE WARRANTY ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF HFS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY NONCOMPLIANCE IN ANY SOFTWARE, SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF HFS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

F. Third-party Products. Some Software products may include or operate in conjunction with computer programs, data or hardware supplied by a third party. All such third-party computer programs and data, other than those embedded in and delivered as an inseparable part of the Software, are supplied "AS IS" by HFS.

8. Limitations of Liability.

A. HFS'S ENTIRE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY SOFTWARE, DOCUMENTATION, MAINTENANCE, SERVICES OR OTHER ITEMS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT, BY ORDER REQUEST OR OTHERWISE, WILL IN NO EVENT EXCEED THE LICENSE OR SERVICES FEES PAID TO HFS BY CUSTOMER FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM; PROVIDED, HOWEVER, THAT IF TERM SERVICES PROVIDED BY HFS TO CUSTOMER FOR A PERIOD GREATER THAN 12 MONTHS ARE THE BASIS FOR THE CLAIM, HFS'S ENTIRE LIABILITY WILL IN NO EVENT EXCEED THE FEES PAID TO HFS BY CUSTOMER FOR SUCH SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION. NO ACTION RELATED TO THIS AGREEMENT MAY BE BROUGHT MORE THAN 2 YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

B. IN NO EVENT WILL HFS BE LIABLE TO CUSTOMER OR TO ANY OF CUSTOMER'S CUSTOMERS OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY PUNITIVE, INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF HFS'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE, SERVICES, DOCUMENTATION OR SOFTWARE.

9. Defense of Infringement Claims.

A. HFS represents that to the best of its knowledge the Software does not infringe any U.S. Copyright. HFS will defend Customer against any claim or proceeding based upon infringement of any U.S. Copyright by the Software, provided that Customer notify HFS of such proceeding promptly after Customer receives notice thereof, HFS has exclusive control over the defense and settlement of the proceeding, Customer provides such assistance in the defense and settlement of the proceeding as HFS may reasonably request, and Customer complies with any settlement or court order made in connection with such proceeding (e.g., as to the future use of any infringing Software).

B. HFS will: (i) indemnify Customer against any and all damages, costs and attorneys' fees finally awarded against Customer in any such proceeding or, if the action is settled, pay any amounts agreed by HFS in settlement of such covered claims and (ii) reimburse the expenses Customer reasonably incurs in providing the assistance requested by HFS above.

C. HFS's obligations under this Section 9 will not apply to any infringement to the extent arising out of (a) any use or combination of the Software with any other products, goods, services or other items furnished by anyone other than HFS, (b) any modification or change not made by HFS, (c) the use of an infringing version of the Software when a comparable noninfringing version has been made available to Customer, or (d) any Software developed to specifications which Customer has supplied or required of HFS.

D. In the event that HFS reasonably believes it will be required to discontinue use of the Software, HFS will do one of the following, selected by HFS at its option: (a) HFS will obtain for Customer the right to continue use of the Software; (b) HFS will modify the Software to make it noninfringing; or (c) if HFS is not reasonably able to accomplish the foregoing, HFS may terminate the license of the infringing Software and refund Customer a pro-rata portion of the license fee Customer paid for such Software, amortized on a three-year straight line basis from the date of installation of the Software.

E. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF HFS WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT BY ANY DELIVERABLE OF HFS, OR RESULTING FROM THE PERFORMANCE OF SERVICES BY HFS.

10. Miscellaneous

A. No Waiver. The failure of either party to enforce any rights under this Agreement or to take action against the other party in the event of a breach will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

B. Assignment. Neither this Agreement nor any Order Request may be assigned or transferred (e.g., change of control) in any way by Customer without the prior written consent of HFS. Any consent will require that Customer and/or its successor immediately bring all accounts current and make all adjusting payments, if any, required by any licenses and may impose an obligation on Customer to pay an administrative fee to HFS for effectuating such assignment.

C. Notices. Notices shall be in writing and delivered by hand, mail or courier and will be deemed received only upon receipt.

D. Survival. Sections 5.C, 6, 7.E, 8, and 9, together with all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the termination or expiration of this Agreement, will survive.

E. Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the local laws of the State of Oregon, USA, without reference to its choice of laws principles. The parties waive application of the 1980 UN Convention on Contracts for the International Sale of Goods to this Agreement and the transactions contemplated by this Agreement.

F. Dispute Resolution. A three-step process is agreed to resolve disputes. The parties will first attempt through earnest discussion to resolve their differences, including providing notice of the dispute and involving appropriate levels of management of both parties. Failing resolution, the parties will participate in mediation as administered by the American Arbitration Association. Failing resolution through mediation, any dispute will be settled by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect, except as provided here. Any arbitration or mediation will be held in a location in the continental United States selected by the party that is the non-complaining party in the arbitration. Arbitration will be before a single arbitrator active in a state bar with experience in software licensing in business. The award of the arbitrator will be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitrator will award only damages consistent with the damages limitations of this Agreement. No party, witness, or arbitrator may disclose the contents or results of any arbitration hereunder without the prior written consent of all parties, unless, and then only to the extent necessary, required to enforce or challenge the award, as required by law, or as necessary for financial and tax reports and audits. Notwithstanding this Section 10.F, either party may seek equitable relief from any court having jurisdiction to the extent necessary to prevent irreparable harm.

G. Attorneys' Fees. In the event of any dispute or action to enforce this Agreement or on account of any breach or default under this Agreement, each party will bear its own attorneys' fees and costs related thereto.

H. Internet Security. Customer acknowledges that the Internet is inherently insecure. Customer is responsible for providing its own firewall and other protections against unauthorized incursions. HFS does not warrant that the Software, the web environment and the Services are secure with respect to Internet use. OTHER THAN PROVIDING STANDARD MAINTENANCE FOR SOFTWARE OR OTHER SERVICES DEFINED IN AN ORDER REQUEST, HFS SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CLAIMS ARISING FROM OR RELATED TO USE OF THE SOFTWARE OR SERVICES IN CONJUNCTION WITH THE INTERNET, OR FOR WEBSITE SECURITY.

I. Entire Agreement. This Agreement in conjunction with the applicable Order Request and its attachments and references form the complete agreement between Customer and HFS, and supersedes any and all prior agreements among the parties related to the Software, the Services and any other items provided under the respective Order Request. No modification of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both parties. Any remedy of HFS set forth in this Agreement is in addition to any other remedy afforded to HFS under any other contract, by law, or otherwise.

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