

ELECTRONIC STATEMENTS (E STATEMENTS)

Terms and Conditions ("Agreement")

Wolters Kluwer Financial Services, Inc. ("WKFS") and you and your financial organization ("Customer") agree as follows:

1. TERM. The Effective Date of these Terms and Conditions ("Agreement") is the date Customer signed the Order Form and continues for a period of one (1) year and may be extended upon written agreement of the parties. The Agreement does not automatically renew.

2. Electronic Statement(s) ("E Statement(s)"). WKFS agrees to provide Customer with the E Statement products identified in the Order Form ("Products") and the services specific to such Products ("Services") (collectively, "WKFS Deliverable(s)"). WKFS Deliverable(s) include Licensed Content, which is the documents, forms, text, graphics, all aspects of presentation (including, but not limited to, type size, artwork, text boxes and formatting), all functional aspects of the content and presentation (including, but not limited to, location of content and completion fields, types of data required for completing fields, field names and other electronic tags or markers, merge engines and viewers), and all other WKFS content, in any format or media, that is contained in the Products and Services. WKFS may also provide professional services, which are personal services provided by WKFS, including consultation, training, implementation, and custom programming services.

3. Fees for WKFS Deliverables.

Customer agrees to pay WKFS the fees set forth in the Order Form. Fees include a one-time Fee, based on Customer's usage of the WKFS Deliverable, and pays for a license to use the WKFS Deliverable. There are no returns of, or refunds for, Fees paid by Customer for WKFS Deliverables. Customer will also be responsible for the payment of taxes. WKFS shall add to each invoice any sales, use, excise, value added, and other taxes and duties however designated that are levied by any taxing authority relating to the WKFS Deliverables ("Taxes"). In no event shall "Taxes" include taxes based upon WKFS' net income. Customer agrees to pay all Taxes owing. Charges are due and payable upon receipt of invoice. In the event any undisputed amounts due remain unpaid beyond the 30th day after the invoice date, Customer shall pay a late charge of 1.5% per month beginning on the invoice due date. Customer agrees that it shall neither make nor assert any right of deduction or set-off on invoices submitted by WKFS for WKFS Deliverables. WKFS may request payment in advance or a deposit prior to providing Products or Services.

4. Grant of License, Restrictions on Use of WKFS Deliverables.

(a) Grant of License. WKFS grants to Customer a non-exclusive, non-transferable, terminable license to use the WKFS Deliverables solely for Customer's own internal business purposes during the Term of this Agreement and consistent with the restrictions stated in this Agreement. The license granted by this Agreement may include agents or outside counsel of Customer, provided use by such agent or outside counsel is solely limited to providing services to Customer, is subject to the terms of this Agreement. All rights not expressly provided are reserved by WKFS.

(b) Restrictions on Use of WKFS Deliverables. Except as otherwise specifically provided, Customer may not (i) copy, reproduce, or store in paper, electronic or other media any WKFS Deliverable (or any part of them) except that Customer may make a reasonable number of copies for back-up, archival purposes, or for its internal staff training; (ii) modify any WKFS Deliverable except for the data fields or prompts designed for input of data or Software that is licensed for development use by Customer; (iii) create any derivative works from any WKFS Deliverable; (iv) re-sell, lease, or sublicense any WKFS Deliverable, (v) provide for-fee training or consulting services to people or entities who are not party hereto, (vi) provide for-fee document preparation services to people or entities who are not party hereto; (vii) make any WKFS Deliverable publicly available through a web site or other means; (viii) display or allow access to or use of any WKFS Deliverable by persons or at facilities other than those authorized under this Agreement; (ix) use any WKFS Deliverable in a way that would violate a law or regulation or contrary to its described or intended use; (x) decompile or reverse engineer any WKFS Deliverable.

(c) Public Access – Internet Use. If Customer licenses Licensed Content, Customer may post the Licensed Content on its publicly accessible website if: (i) it promptly identifies and provides WKFS with access to each URL on which the Licensed Content is posted, providing access code(s) where applicable; (ii) when the Licensed Content is used for a transaction or by employees and agents at remote locations, Customer creates a tracking system to count the number of times the Licensed Content is downloaded or printed from the website and reports such use as required by WKFS; (iii) it takes reasonable measures to prevent unauthorized use or reproduction of the Licensed Content, such as restricting access by a password, preventing downloading or printing by the viewer, adding restrictive watermarks, password protecting the Licensed Content so that it can't be edited, or posting in a read-only format; and (iv) the Licensed Content includes Customer's name and/or logo in a locked format that reasonably prevents use of the Licensed Content outside

the scope of this Agreement. Unless otherwise specifically provided, the Licensed Content is not designed to address all electronic disclosure, delivery, signature, contract formation, or other electronic transaction requirements. Customer is solely responsible for addressing all such requirements.

(f) Intellectual Property Notices and Trademarks. Customer will not remove any WKFS copyright, patent or trademark notices or WKFS trademarks from any WKFS Deliverables in which a notice or trademark is present and will include any such notices and trademarks in any reproductions or modifications of WKFS materials permitted by this Agreement.

(g) Extending the License for Use With a Local Printer. Based on Customer's election in the Order Form and the payment of applicable fees, Customer is authorized to reproduce, on its own or via local printer, the WKFS Deliverable(s). WKFS reserves all the rights not specifically granted herein. In the event Customer modifies or edits the WKFS Deliverable(s), the warranties as set forth in this Agreement do not apply. Additionally, Customer is responsible for its local printer's compliance with the terms of this Agreement.

5. Customer Obligations.

(a) Configuration and Implementation. The WKFS Deliverables are designed to operate only in the software and hardware configurations identified on WKFS' support line, currently <http://support.wolterskluwerfs.com>, as they may be revised from time to time. WKFS' support line is available to Customer personnel only. Customer will provide and maintain, at its own expense, all equipment, computer software, peripheral access devices, communication lines, internet access, telecom equipment and print and display devices required to access and/or use the WKFS Deliverables. WKFS shall have no obligation to maintain the software of others, including network software and/or interfaces.

(b) Data Input and Integrity. Customer shall be solely responsible for the input, transmission, or delivery to and from WKFS of all information, usage certificates, and data required by WKFS to provide any WKFS Deliverable. The information and data shall be provided in a format and manner approved by WKFS. Customer shall determine the selection and use of its information in connection with the WKFS Deliverables and be responsible for the authenticity and accuracy of all information and data submitted to WKFS. Customer shall also comply with all reasonable WKFS data security requirements communicated to Customer in writing or electronically.

(c) Customer Personnel. Customer shall designate appropriate Customer personnel for the management of Customer's use of the WKFS Deliverables. Customer shall ensure that its users understand how and when to use the WKFS Deliverable.

(e) Use of WKFS Deliverables. Customer shall (i) comply with any use restrictions stated in this Agreement, and (ii) ensure that the WKFS Deliverables is properly used according to Customer's own policies and procedures;

(f) Records and Audits. Customer shall, at its expense, create and maintain all records and information reasonably necessary to comply and to evidence compliance with this Agreement. Customer will permit WKFS to use reasonable means to audit Customer's use of the WKFS Deliverables, including the use of physical inspections, network tests and inspections, and auditing or electronic and paper records. If an audit reveals a use of WKFS Deliverables that has not been paid for by Customer, Customer will pay for the WKFS Deliverables and, if such non-payment exceeds \$5,000, Customer will also pay the reasonable audit costs of WKFS. The right to audit, and Customer's obligation to cooperate in an audit, shall survive the termination of this Agreement for a period of one (1) year.

(g) Protect WKFS Intellectual Property. WKFS claims a proprietary interest and/or copyright interest in the WKFS Deliverables. Customer acknowledges WKFS' interests in the WKFS Deliverable and agrees: (i) it has no title to or ownership of any WKFS Deliverables, (including any copyright, trademark, trade secret, patent, or other proprietary rights in them), (ii) it will not take or permit any action to be taken, which would compromise or dilute such WKFS interests, including, but not limited to violating the restrictions herein, and (iii) it will treat the WKFS Deliverables with the same degree of care and confidence as it treats its own valuable intellectual and proprietary property, but in no case less than reasonable care.

6. Confidentiality and Data Security.

(a) Definition. "Confidential Information" means documents, materials, or information of WKFS or Customer (or their suppliers or Affiliates) in which one party (the "Discloser") (or its suppliers, licensors or Affiliates) has an actual or claimed property or other right or interest and includes, without limitation, trade secrets, copyrights, patents, inventions, techniques, computer programs, software code (source and object code), custom modifications, algorithms, methods, logic, architecture and designs, business affairs, customer lists, product pricing, product development plans, marketing plans, and terms and conditions of this Agreement, irrespective of whether any or all of such things are protected by intellectual property or other applicable law.

(b) Confidentiality Obligations. Each Party (the "Recipient") agrees to hold as confidential all Confidential Information it receives from the Discloser. All Confidential Information shall remain the property of the Discloser or its suppliers, licensors or Affiliates. Upon written request, Confidential Information will be returned to the Discloser, or destroyed, at the termination or expiration of this Agreement. Recipient will use the same care and discretion to avoid

disclosure of Confidential Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care. Recipient may only use Confidential Information in accordance with the purpose of this Agreement. Recipient may disclose Confidential Information to (i) its employees and agents, and the employees and agents of Affiliates, who have a need to know; and (ii) any other party with Discloser's written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with such party sufficient to require that party to treat Confidential Information in accordance with this Agreement. Recipient may disclose Confidential Information to the extent required by law. However, if disclosure is required by law, Recipient agrees to give the Discloser prompt notice so that it may seek a protective order. Nothing in this Agreement shall restrict WKFS from the use of any ideas, concepts, know-how, or techniques contained in Confidential Information that are related to its business activities ("Residuals"), provided that in so doing, WKFS does not breach its obligations under this Section to maintain the confidentiality of Customer's Confidential Information. The provisions of this Section survive any termination or expiration of this Agreement.

7. Warranties.

(a) WKFS Warranties. WKFS represents and warrants that:

- i) WKFS warrants the WKFS Deliverable is in accordance with the WKFS' Limited Compliance Warranty which is available at www.wolterskluwerfs.com, and incorporated by reference;
- ii) WKFS will utilize a commercially available anti-virus screening program to screen the media containing the licensed Software prior to delivering such media to Customer. Customer acknowledges that not all viruses can be detected by such programs and, therefore, Licensor does not represent or warrant that such media will be free of viruses.

(b) Exclusive Remedies. Customer's exclusive remedy for the breach of a warranty is as follows:

- i) For a material failure of a WKFS Product to conform to Specifications (other than a Compliance Warranty), promptly providing to Customer conforming Products in substitution of the non-conforming Products;
- ii) For a breach of a Compliance Warranty, the remedies stated in the Compliance Warranty;
- iii) For a material breach of a warranty for WKFS Services, the re-performance of the WKFS Services; and
- iv) If Customer's screening procedures detect a virus on such media, or if Customer is otherwise able to demonstrate that media supplied by WKFS is the source of a virus introduced into Customer's computing environment, WKFS will deliver a new copy or copies of the Software on media free of the identified virus, at no charge to Customer.

(d) Warranty Limitation and Disclaimer. THE WARRANTIES STATED HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY WKFS. WKFS DOES NOT MAKE AND CUSTOMER HEREBY EXPRESSLY WAIVES ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF WKFS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF WKFS DELIVERABLES.

(d) Mutual Warranties. Each party represents and warrants that (i) no contractual obligations exist that would prevent it from entering into this Agreement (ii) it has complied with all applicable regulatory requirements in entering into this Agreement; (iii) it has requisite authority to execute, deliver, and perform this Agreement; and (iv) it has the requisite authority to provide certain data and proprietary materials in conjunction with providing or receiving WKFS Deliverables.

(e) Additional Limitations. WKFS has no responsibility for Customer's use of WKFS Deliverables in combination with any other products, services, interfaces, forms or instructions provided by Customer, any other service provider of Customer, or any governmental agency unless approved in writing by WKFS.

8. Indemnities.

(a) Indemnification by WKFS. WKFS will, at its option, either, reimburse Customer for the cost of defense, or defend a suit brought against Customer, to the extent such suit is based on a claim that a WKFS Deliverable constitutes an infringement, misappropriation or misuse of any existing United States patent, copyright, trademark or trade name or trade secret or other Intellectual Property Right. WKFS will pay, or at its sole option, reimburse Customer for damages and costs finally awarded against Customer by a court as a result of such suit. If, in WKFS' opinion, any WKFS Deliverable is or is likely to become the subject of an infringement, misappropriation or misuse claim or suit, Customer will, at the request of WKFS, immediately cease use of such WKFS Deliverable and WKFS will have the following options: (i) procure for Customer, at WKFS' expense, the right to continue using said WKFS Deliverable; (ii) replace or modify said WKFS Deliverable, at WKFS' expense, so that said WKFS Deliverable becomes non-infringing but without substantially and adversely changing its original functionality; or (iii) if neither of (i) or (ii) is commercially reasonable, discontinue providing said WKFS Deliverable, release Customer from any further obligations with respect to said WKFS Deliverable, and refund the amount paid by Customer (less a reasonable allowance for Customer's use of said WKFS Deliverable). WKFS will have no liability under any provision of this Section with respect to any claim if the

infringement, misappropriation or misuse is based upon (A) use of the challenged Deliverable with any equipment or software not made, provided or contracted for by WKFS (unless such use is authorized in WKFS' documentation or is mutually agreed to by the parties), (B) any modification of such challenged WKFS Deliverable by Customer (unless such modification is authorized by WKFS) or (C) compliance by WKFS with Customer's unique written specifications or instructions (excluding general product/services functionality requirements of Customer) or (xi) a demand for indemnification arises, directly or indirectly out of an allegation of infringement, misappropriation or misuse asserted by the parents, subsidiaries or other Affiliates of Customer. The foregoing states the entire liability of WKFS with respect to infringement third party Intellectual Property Rights by the challenged Deliverable, and any resulting unavailability of the challenged Deliverable.

(b) **Indemnification By Customer.** Customer shall indemnify WKFS and hold WKFS harmless against any claim or action (i) arising from or related to the use by Customer of the WKFS Deliverable in a manner other than that authorized in this Agreement; or (ii) that alleges that Customer-supplied text, figures, data, code, or other input or completion information, alone or in combination with WKFS Deliverables, infringes a United States patent, copyright, or other proprietary right of a third party.

(c) **Procedures.** The indemnified party agrees to promptly notify the indemnifying party of any claim under this Section 8 and grants the indemnifying party the sole right to control the defense and disposition of all such claims. The indemnified party shall provide the indemnifying party with reasonable cooperation and assistance in the defense of any such claim at the expense of the indemnifying party. The indemnified party will be given the opportunity to approve any settlement of the claim, such approval not to be unreasonably withheld, conditioned, or delayed.

9. Limitation of Liability. EXCLUDING CLAIMS ARISING FROM VIOLATION OF WKFS' INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL WKFS OR CUSTOMER BE LIABLE FOR LOSS OF GOODWILL OR PROFITS, LOSS OF SERVICE OR DATA, OR FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OF THE WKFS DELIVERABLES, INCLUDING WKFS' SUPPLY OF LICENSED CONTENT, ACCESS RIGHTS, OR SOFTWARE, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT OR IN CONTRACT. CUSTOMER MAY NOT ASSERT ANY CLAIM AGAINST WKFS MORE THAN ONE YEAR AFTER SUCH CLAIM ACCRUED. WKFS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT, EXCEPT FOR A CLAIM UNDER SECTION 8, SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER AS SET FORTH IN THE ORDER FORM TO WKFS FOR THE WKFS DELIVERABLE RESULTING IN SUCH LIABILITY.

10. Termination.

(a) **Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party under this Agreement, if the breach is not cured within forty-five (45) days following written notice stating, with particularity and in reasonable detail, the nature of the claimed breach.

(b) **Failure to Pay.** In the event any invoice remains unpaid by Customer forty-five (45) days after it is due, WKFS, at its sole option, may terminate this Agreement.

(c) **Convenience.** Customer may terminate this Agreement for convenience; provided, however, Customer will be responsible for the payment of fees that would have been due had Customer not terminated the Agreement for convenience.

(d) **Obligations Upon Termination.** In the event of a termination of this Agreement for any reason, Customer will immediately cease using all of the WKFS Deliverables. WKFS may request that Customer certify or otherwise provide reasonable assurances of Customer's compliance with this obligation; and

11. Insurance. WKFS carries the following types of insurance policies: (a) Commercial General Liability in an amount not less than \$1 million per occurrence for claims arising out of bodily injury and property damage; (b) Professional Liability (errors and omissions) in an amount not less than \$1 million per occurrence; (c) Workers Compensation as mandated or allowed by the laws of the state in which Services are being performed, including \$1 million coverage for Employer's Liability.

12. Governing Law, Dispute Resolution. This Agreement will be governed by the substantive laws of the State of New York, without reference to provisions relating to conflict of laws. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of any dispute arising out of or relating to this Agreement, the party raising the matter in dispute will notify the other in writing describing the nature of the dispute. Each party will then appoint one or more representatives who will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of 30 days, if no settlement has been reached, either party may end discussions and declare an impasse. To the maximum extent allowed by law, each party hereby waives all rights to a trial by jury to resolve any disputes arising under this Agreement

13. Notices. Any written notice required or permitted to be given hereunder shall be given by (a) first class, postage prepaid; (b) registered or certified mail, return receipt requested; (c) confirmed facsimile; or (d) nationally recognized courier service to the Customer at the address set forth in the Order Form or to WKFS, Attention: General

Counsel, at 6815 Saukview Drive, Saint Cloud, MN 56303, or facsimile(s) 320-240-5828 or 320-213-5525 or to such other address or person as a party may designate in writing. All such notices shall be effective upon receipt.

14. Equitable Relief. The rights granted to the parties in this Agreement are unique and remedies for a breach by either party will be inadequate, therefore the non-breaching party will be entitled to equitable relief in the event of a breach, including injunction and specific performance in addition to any other remedies available in this Agreement, or at law or equity.

15. Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

16. Independent Contractors. Customer and WKFS expressly agree they are acting as independent contractors only, and specifically not as fiduciaries, partners, franchisees, or joint venturers, and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose.

17. Government Use. Any WKFS Deliverables are deemed to be "commercial items," "commercial computer software" and "commercial computer software documentation" as set forth in the Federal acquisition regulations at 48 CFR §§2.101 and 227.7202 with RESTRICTED RIGHTS. Any use, modification, reproduction, release, performance, display or disclosure of the Software and related documentation by the United States government is subject to restrictions as set forth in subpar. (c)(1) and (2) of the Commercial Computer Software – Restricted Rights Clause at 48 CFR 52.227-19 and otherwise shall be governed solely by the terms of this Agreement.

18. General. Each party acknowledges that it has not entered into this Agreement in reliance upon any representation made by the other party not embodied in this Agreement. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect. Neither party shall be responsible for delays or failures in performance resulting from acts reasonably beyond the control of that party. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature. This Agreement, together with the Order Form executed hereunder, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto, including any confidentiality agreement entered into by the parties during discussions leading up to this Agreement. Modifications of this Agreement must be in writing and signed by duly authorized representatives of the parties. This Agreement is binding upon the parties and their respective successors and permitted assigns. Customer may not assign this Agreement, without the prior written consent of WKFS, and such consent will not be unreasonably withheld. However, Customer may assign this Agreement to its parent, subsidiary, or Affiliates, without the prior consent of WKFS so long as the Customer sends WKFS written notice of such assignment as soon as reasonable following the assignment and the assignee assumes all obligations of Customer under this Agreement, including the obligation to make all payments, if any, due under this Agreement prior to the date of assignment. Fees and charges may be modified in the event of an assignment.

19. No Substitute for Legal Counsel. Before using any WKFS Deliverable, Customer is advised to have its attorney review it to determine its legal sufficiency for Customer. Customer acknowledges that WKFS is not authorized to practice law, nor may any of WKFS' officers, employees or agents provide legal counsel to Customer. Thus, any questions of a legal nature must be directed to Customer's legal counsel, for whom WKFS has no obligation or liability. The following notice is required by law: **WOLTERS KLUWER FINANCIAL SERVICES' PRODUCTS AND SERVICES ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.**

20. General Assumptions and No Tax Advice. Although based on current law and information generally available, general assumptions may be made by WKFS and implemented in the Deliverable, which may not take into account potentially important considerations to specific taxpayers. Therefore, the views and information presented may not be appropriate for all of Customer's clients or internal business needs. WKFS does not provide tax advice. Customer should consult with Customer's own tax advisors and Customer is solely responsible for any tax, tax penalties, or interest related to Customer's clients tax returns.

21. Cancellations, Corrections and Revisions. Customer will incur a cancellation fee when the Order Form or order is cancelled at any time throughout the processing stage.

WKFS will allow Customer 14 calendar days to use and examine the WKFS Deliverable to discover any errors in programming and to request corrections at no charge. Any corrections requested after the 14 calendar days will be charged at the then-current rate for changes. If Customer wants to revise its WKFS Deliverable for any reason, Customer must submit it to WKFS for programming again. There will be an additional fee each time the custom form is submitted for programming.