

**FocusAgent
LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into by and between the following parties, becoming effective on the Effective Date.

Creative Thinking Incorporated (“CTI”)
3700 South 14th Street
Lincoln, NE 68502

AND

_____ (“Customer”)

Agreements

RECITALS

- A. CTI is in the business of developing and marketing productivity tools including regulatory and operational forms, software products, Internet-based tools and related services for the retail financial platform including, but not limited to mortgage lending, consumer lending, commercial lending, certificates of deposit, checking, savings, and retirement accounts.
- B. CTI is the owner of certain proprietary interests and copyright in FocusAgent.
- C. CTI desires to grant Customer and Customer desires to obtain from CTI, a limited, non-exclusive license to use FocusAgent for the purposes designated by this Agreement, and on the other terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and representations herein, the parties hereby agree as follows:

AGREEMENTS

SECTION 1 - GRANT OF LICENSE

- 1.01 Offer and Acceptance.** Customer hereby offers to purchase from CTI a license to use FocusAgent. Upon acceptance hereof by CTI, and subject to the terms and conditions hereof, CTI grants Customer a personal, nonexclusive, nontransferable and revocable license to use FocusAgent in accordance with the terms and provisions hereof.
- 1.02 Expiration.** This Agreement is a monthly agreement that automatically renews upon proper satisfaction and payment of any monthly fees due and payable to CTI.
- 1.03 Location of License.** For payment of this monthly fee, as described in Appendix A, Customer has the right to use the current FocusAgent as published by CTI in Lincoln Nebraska. The right to use FocusAgent emanates solely from Nebraska and any resolution of disputes will be governed by Nebraska law.
- 1.04 Use of FocusAgent.** FocusAgent is licensed on a monthly basis. The monthly fee is an advanced fee based upon the current usage by Customer as described on their profile sheet that is in the possession of CTI. Profiles and fees may change on a monthly basis. The cost of each role as described in Appendix A may change on a monthly basis as published on the FocusAgent.net website. By separate agreement Customer can contract with CTI to lock-in the monthly fee based upon number and types of roles.

SECTION 2 - FEES AND CHARGES

- 2.01 Initial Payment.** After the 30 day free trial the Customer’s credit card will be billed for the next month’s usage of FocusAgent.
- 2.02 Changes in Fees.** CTI reserves the right to change the amount of fees shown in the FocusAgent price schedule from time to time reflecting the then current annual fee.

- 2.03 Fee Refunds.** Under the terms of this agreement, all fees and payments collected are non-refundable. Termination provisions according to Section 3.02 are in effect with respect to this provision. In the event of CTI's failure to perform under Section 6 of this Agreement, a refund of non-applied Customer fees, charges or deposits paid to CTI, at CTI's sole discretion may be offered.

SECTION 3 - TERM AND TERMINATION

- 3.01 Agreement Term.** This Agreement shall become effective upon the execution hereof, by CTI and the Customer and remain in effect from month to month.
- 3.02 Unpaid Fees.** If, at any time, Customer fails to pay the monthly fee before its due date, CTI has the right to terminate this agreement immediately. If Customer wishes to re-instate use of FocusAgent after such termination, Customer and CTI must re-execute a similar agreement. In addition, CTI may terminate this agreement on any given month.

SECTION 4 - COMPLIANCE GUARANTEE

- 4.01 Definition of "Compliant Forms".** CTI is the owner of certain proprietary interests and copyright in electronic regulatory and operational forms ("Forms") which are delivered to retail financial organizations via the FocusAgent software platform. The CTI library of Forms is divided into two subcategories; those Forms which are guaranteed to be compliant with relevant laws and regulations ("Compliant Forms"), and Forms for which compliance is not guaranteed ("Non-Covered Forms"). The Express Warranty coverage described herein is **ONLY** applicable to Compliant Forms, and the Express Warranty and Compliance Guarantee will not, in any circumstances, be applicable to Non-Covered Forms.
- 4.02 Identification of Compliant Forms.** Each Compliant Form is identified with the words "Creative Thinking, Inc. Guaranteed" or "GreatDocsTM" at the bottom of each page within the Compliant Form.
- 4.03 Express Warranty.** Except as provided below, CTI warrants that each Compliant Form complies with all federal and state laws and regulations in effect when the Compliant Form is produced. This warranty applies to the extent that the Compliant Forms are used in accordance with CTI's instructions and in a transaction of the type for which CTI recommends and intends use of the Compliant Form. The warranty covers, except as provided below, all Compliant Forms (as defined above) to the extent that such Compliant Form has not been replaced, corrected, updated or otherwise superseded by a more recent version thereof. Any breach of this express warranty will hereinafter be referred to as a "Compliance Failure".
- 4.04 Covered Loss.** If Customer sustains a Covered Loss which is a **direct result** of a Compliance Failure, CTI shall reimburse Customer's combined Covered Loss incurred in pursuing an unsuccessful claim or in defending a claim or proceeding against a successful claimant, subject to the terms and conditions of this Agreement. A Covered Loss will not be reimbursed simply because Customer has suffered that Covered Loss in connection with a transaction that involved a Compliance Failure of a guaranteed Form. Covered Losses will only be reimbursed by CTI when they are **directly caused** by a Compliance Failure. A Covered Loss Includes:
- a. Loss of outstanding interest and principal on a loan which Customer would have otherwise have been able to collect and would have been legally entitled to receive;
 - b. Loss incurred in having to pay or repay a deposit account holder any sums Customer would not otherwise have been legally obligated to pay or repay;
 - c. Fines and/or penalties levied against Customer by a state or federal administrative or regulatory body. Fines and/or penalties include sums Customer is ordered to repay to an account holder or loan debtor, but which Customer would otherwise have been legally entitled to receive or retain;
 - d. Attorney's fees, including taxable court costs and expert witness fees, incurred in pursuing or defending a claim or proceeding covered above.
 - e. A Covered Loss does not include punitive damages nor does it include any loss incurred if the Compliance Failure could have been corrected but Customer failed to correct the Compliance Failure after discovering it or after receiving written notice from CTI of the existence of the Compliance Failure and an explanation of the means to correct it. In the event a cure or correction is necessary, a Covered Loss includes Customer's actual necessary first-class postage expenses. It does not include attorney's fees or administrative expenses Customer incurs in completing any cure or correction.

4.05 Covered Loss Limitations.

- a. Except as provided below, CTI will pay up to One Million Dollars (\$1,000,000) per Year of Customer's Covered Loss caused by a Compliance Failure. This is the maximum amount CTI will cover for all Compliance Failures that Customer asserts by written notice to CTI during the Year in question, regardless of when Customer's claims are finally resolved or paid. For the purposes of this Guarantee, "Year" is defined as the period of time between the annual anniversaries of the day upon which this Agreement is executed (the date of execution is indicated in Section 14 below as the "EFFECTIVE DATE").
- b. There is also an aggregate limit for all customers of CTI of Two Million Dollars (\$2,000,000) per occurrence of a common Compliance Failure.

4.06 Non-Covered Losses. CTI will not reimburse for losses simply because Customer has been sued and a Compliant Form is involved. CTI will not pay any Compliance Failure claim until CTI is satisfied, based on its own investigation or the final order of a court of competent jurisdiction, that a Compliance Failure has occurred, that Customer has suffered Actual Loss in the amount claimed, and that the Actual Loss was sustained as a direct result of the Compliance Failure. Compliance Failures and Customer acts that result in a Compliance Failure or other Losses that are **NOT** covered by this Guarantee include, but are not limited to:

- a. Any Compliance Failure claim of which CTI is not properly notified as described below in Section 13.03.
- b. Any loss that is a result of the use of a Non-Covered Form.
- c. Any loss that is not directly caused by a Compliance Failure, even if the transaction from which the loss arose involved a Compliance Failure.
- d. Any situation in which Customer does not use the Compliant Form in accordance with CTI's instructions.
- e. Any Compliance Failure claim that arises out of deletion, addition or modification by Customer or any third party to a Compliant Form.
- f. Any Compliance Failure that results from Customer's or Customer's customers' or prospective customers' entry of erroneous, inaccurate, incomplete or inappropriate data, figures, or any other information into either the Compliant Forms themselves, CTI's software, or in response to inquiries from CTI employees or agents.
- g. Any Compliance Failure that results from Customer's or Customer's customers' or prospective customers' failure to provide or to enter necessary data, figures or information into the Compliant Forms themselves, CTI's software, or in response to inquiries from CTI employees or agents.
- h. Any violation of a federal or state deceptive practices acts, unless a Compliance Failure in a Compliant Form used by Customer is the sole cause of such violation.
- i. Any violation by Customer of an unauthorized practice of law statute, rule or regulation.
- j. Any decision by Customer, including the determination of the non-creditworthiness of any person or entity.
- k. Any Compliance Failure claim made if the extension of credit or loan was, at the time, in excess of Customer's legal lending limit or beyond its authority.
- l. Any Compliance Failure claim made by any entity not a party to this agreement or by any governmental entity in its own name or in Customer's name or by any receiver, trustee or liquidator, when such entity has closed, placed into receivership, assisted or arranged a merger of, or otherwise taken control of, Customer.
- m. Any Compliance Failure that results from or is related to Customer's or a third party's act of changing the formatting of a Compliant Form.
- n. Any Compliance failure that arises from or is related to any violation of federal or state usury laws, the use of any interest accrual or prepayment rebate method, or any violation of state credit insurance laws or regulations.
- o. Any Compliance failure that arises from or is related to any violation of federal, state, or local high cost mortgage disclosure requirements.

- p. Any Compliance failure that arises from or is related to any yield spread premiums or any similar payment of fees by Customer to another.
- q. Any Compliance failure that arises from any conditional delivery retail installment sales transactions.
- r. Any Actual Loss Customer sustains as a result of (1) Customer's alleged promise, representation, statement or similar conduct made to a customer that contradicts the language or calculations of a Compliant Form, (2) any additional document Customer used in connection with a transaction that was not, in fact, a Compliant Form (as defined herein), or (3) any selection, election, choice or policy decision Customer makes in setting up a system, software application or other CTI product.
- s. Any Compliance Failure claim Customer makes during a period in which Customer is 120 days or more in arrears on any of Customer's obligations to CTI or based upon a document produced during a period in which Customer is 120 days or more in arrears on any obligations to CTI.
- t. Any Compliance Failure claim made by Customer if Customer's CTI software has been operated in violation of the License Agreement, or if Customer has violated any copyright held by CTI.
- u. Any alleged Compliance Failure that is finally determined by a court of competent jurisdiction not to have been a Compliance Failure in fact.

4.07 How to Claim. Customer must send CTI a certified or registered letter notifying CTI of the Compliance Failure claim, describing in reasonable detail the failure and the Actual Loss that was suffered or is expected. CTI must receive the notice while this Guarantee is in effect, before Customer agrees to pay or forego collection of any money and before the earlier of (a) 30 days from when Customer first knows of a Compliance Failure or (b) at least 10 days before Customer is required to respond in any judicial, arbitral, administrative or other governmental or quasi-governmental proceeding. Customer must cooperate with CTI in its investigation and resolution of any Compliance Failure Claim. If a problem is one that can be solved or damages reduced by sending a cure notice or taking other mitigating steps under applicable law, Customer agrees to cooperate with CTI in sending the notices or taking those steps.

4.08 Ownership. CTI warrants that it is owner and has the right to grant this license. CTI shall indemnify, defend and hold Customer harmless from any claim, loss or liability arising out of CTI's infringement of patents, copyrights, trademarks, trade names, or other intellectual property in connection with the Forms.

4.09 Disclaimer of all other Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL FORMS, AND ANY UPDATES THEREOF, ARE PROVIDED TO CUSTOMER **AS IS** AND WITH ALL FAULTS. CTI DOES NOT IMPLIEDLY WARRANT THE UTILITY OF THE FORMS AS REPRODUCED BY CUSTOMER, AND CTI MAKES NO WARRANTY, EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR, WITHOUT LIMITATION, MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE.

4.10 Limitation of Liability. Except as provided for herein, CTI's liability, whether in contract, or otherwise arising in any way in connection with the Compliant Forms licensed or failure to deliver the Compliant Forms or any other fashion under or in connection with this Guarantee (1) shall not include liability for any incidental, consequential, punitive or special damages, loss or expense and (2) in any event, shall not exceed the amount of any fees de by Customer to CTI under this Guarantee during the then-current term.

SECTION 5 - MISUSE OF FOCUSAGENT

5.01 Misuse of Services. Customer shall not use FocusAgent in any manner which is not specifically authorized by the terms and provisions of this Agreement or which is restricted pursuant to the terms of this Agreement.

5.02 Audit. Customer shall permit CTI to inspect Customer's pertinent records and to audit computer files, files and directories at Customer's locations for compliance with this Agreement, at CTI's expense, upon written request made at least twenty (20) days prior to the date of inspection, subject to all applicable state and federal privacy laws and protection of Customer's proprietary and confidential information.

SECTION 6 - CTI OBLIGATIONS

6.01 Access. CTI shall provide access to the FocusAgent download through CTI's web site.

6.02 Support Services. CTI shall provide ongoing maintenance for FocusAgent including on-line videos and forms update services.

SECTION 7 - SUBCONTRACT SUPPORT SERVICES

7.01 Subcontract Customer Service. CTI reserves the right to subcontract customer support services to a third party ("Customer Service Subcontractor"), obligating the Subcontractor to perform certain of CTI's obligations. Customer hereby consents to such an agreement, provided that should the Customer Service Subcontractor fail to perform any such services as described herein, CTI shall, upon written notice thereof from Customer, perform such services at no additional cost to Customer in excess of what costs would have been paid to the Customer Service Subcontractor for the performance of such services.

SECTION 8 - REPRESENTATIONS AND WARRANTIES OF CUSTOMER

8.01 Introduction. As an inducement to CTI to enter into and perform its obligations under this Agreement, Customer makes to CTI, and CTI hereby relies upon, the following representations and warranties:

8.02 Authority. Customer has full right, power and authority to enter into this Agreement and perform its obligations hereunder. The entry into this Agreement and performance hereunder has been approved by all necessary action and this Agreement constitutes a valid agreement binding upon and enforceable against Customer in accordance with its terms.

8.03 No Contravention. The execution and delivery of this Agreement by Customer, and the consummation of the transactions and fulfillment of the obligations of Customer contemplated herein, will not immediately or with the passage of time, or the giving of notice or otherwise:

(a) result in the breach of any of the terms or conditions of, or constitute a default under, any contract, agreement, license or other instrument or obligation or any kind or nature to which Customer is now a party to or by which its properties or assets are or may be bound or affected; or (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or require the approval, consent or permission of any governmental body or agency which has not heretofore been obtained.

8.04 Full Disclosure. No representation or warranty made by CTI in this Agreement, either in this Section or in any other Section hereof, or in any statement or certificate furnished by CTI pursuant to the terms and provisions of this Agreement, contains any untrue statement of material fact or omits to state a material fact necessary in order to make any statements therein not misleading.

8.05 Further Assurances. CTI shall, from time to time following the execution of this Agreement, take such further actions and execute such further documents as Customer may request in order to fulfill the intentions and terms and provisions of this Agreement. Customer agrees to provide all information reasonably requested by CTI in the manner and time frame required by CTI to provide the products and services described in this agreement. Customer represents and warrants that the information provided to CTI for use in CTI's provision of the products and services will be accurate and complete and may be relied upon by CTI.

8.06 Fees. Customer is responsible for paying any fees relating to the use or receipt of these products and services directly to CTI. If Customer fails to pay CTI any due fees related to this Agreement, this Agreement will terminate as described in Section 3.02 of this Agreement.

SECTION 9 - TITLE

9.01 Ownership of FocusAgent. The parties hereto acknowledge and agree that CTI is and shall remain the sole owner of FocusAgent products and that those products are a trade secret of CTI. Customer shall not, pursuant to the terms and provisions of this Agreement or otherwise, have or acquire any proprietary interest in or to FocusAgent products

9.02 Non-Disclosure and Unauthorized or Restricted Use. Customer shall take all reasonable steps necessary and use its best efforts to ensure that FocusAgent is not made available to or disclosed in any manner by Customer or any of its agents or employees to any other person, firm, corporation or other entity or used in any manner not specifically authorized by the terms and provisions of this Agreement or restricted hereunder. Customer shall and hereby does indemnify and hold CTI harmless from any loss, cost, damage, expense or liability resulting from any breach of this covenant of non-disclosure and any non-authorized or restricted use.

9.03 Rights Retained by CTI. CTI retains the right, in its sole discretion, during the Term of this Agreement, to enter into other agreements with terms and provisions similar to this Agreement with third parties to use FocusAgent on a basis similar to or dissimilar from the use provided for herein.

9.04 Taxes. All amounts payable hereunder are net of taxes, customs and duties. Customer shall be solely responsible for and shall pay all taxes, customs and duties levied by any taxing authority upon the

Customer's use of FocusAgent, or any other amounts payable to CTI hereunder, except taxes based upon the net income of CTI. Unless otherwise agreed, sales, use, privilege, and excise taxes shall be paid to CTI for collection and remittance purposes to the State of Nebraska.

SECTION 10 - PROPRIETARY INTEREST AND COPYRIGHT

- 10.01 CTI's Rights.** CTI's trademarks, trade names, patents, copyrights and any other proprietary rights and those of its suppliers and licensors are, and shall remain the sole property of CTI and its suppliers and licensors, respectively. Customer agrees to and hereby does indemnify and hold harmless CTI from and against any loss, claim or expense incurred by Customer as a result of any violation of this Section.
- 10.02 Customer Duties.** CTI claims a proprietary interest and copyright in FocusAgent including but not limited to their language and layout. Customer acknowledges CTI's copyright and proprietary interests in FocusAgent and agrees:
- a. It has no title, license to or ownership of any of FocusAgent, or the copyright, trademark, trade secret or other proprietary rights to any FocusAgent product.
 - b. Customer shall not claim or have any interest in, and other than in the performance of the terms and conditions of this Agreement, shall not display or otherwise use any name, trademark, trade name or symbol used or owned by CTI and shall not permit or authorize the same to be displayed or otherwise used in any manner whatsoever.
 - c. Customer shall not remove any trademark, trade name, notice concerning restricted use, notice concerning copyright, symbol, name, logo, identification number or other marking placed by CTI or otherwise in FocusAgent products or any component thereof, including, but not limited to, manuals and lessons relating thereto.
 - d. It will not take or permit any action to be taken which would compromise or dilute such proprietary or copyright interests of CTI, including but not limited to translating or porting FocusAgent products into any other computer or human language, adapting, translating, reversing engineering, decompiling, disassembling, or otherwise attempting to alter FocusAgent products.
 - e. It will treat FocusAgent with the same degree of care and confidence as it treats its own proprietary documents and materials, but in no case will it treat FocusAgent with less than reasonable care.
 - f. That the rights granted to Customer in this Agreement are unique and proprietary to CTI; and remedies at law for a breach by Customer will be inadequate, therefore CTI should be entitled to equitable relief in the event of such breach, including injunctive relief and specific performance in addition to any other remedies available in the Agreement, or at law or equity.

SECTION 11 - WARRANTY AND LIMITATION OF LIABILITY

- 11.01 Performances.** CTI warrants that FocusAgent products will perform in accordance with the FocusAgent.net website for FocusAgent for the duration of this Agreement. The sole obligation of CTI and the sole remedy of the Customer under this warranty are limited to the correction of such failures which CTI deems to have resulted from a defect in design, material or workmanship of the Web Service products or documentation.
- 11.02 Ownership.** CTI warrants that it is owner and has the right to grant this license. CTI shall indemnify, defend and hold Customer harmless from any claim, loss or liability arising out of CTI's infringement of patents, copyrights, trademarks, trade names, or other intellectual property in connection with this FocusAgent.
- 11.03 Conditions of Obligation.** CTI's obligation and Customer's remedy under Section 11.01 are conditioned upon (a) CTI receiving written notice of the defect from the Customer within the Warranty Period, (b) CTI agreeing that such defect is covered by the warranty, or (c) such defect not being the result of mishandling, misservicing or misoperation of FocusAgent (including use in conjunction with equipment electrically or mechanically incompatible or of inferior quality or performance.)
- 11.04 Sole Remedy.** The foregoing warranty and remedy constitute the sole obligation and liability of CTI and Customer's sole remedy for breach of warranty and are in lieu of all other warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS AND SERVICES PROVIDED BY CTI, AND ANY UPDATES THEREOF, ARE PROVIDED TO CUSTOMER AS IS AND WITH ALL FAULTS. CTI MAKES NO WARRANTY, EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR, WITHOUT LIMITATION, MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE.

11.05 Limitation of Liability. Except as provided for herein, CTI's liability, whether in contract, or otherwise arising in any way in connection with FocusAgent licensed or failure to deliver FocusAgent or any other fashion under or in connection with this Agreement (1) shall not include liability for any incidental, consequential, punitive or special damages, loss or expense and (2) in any event, shall not exceed the amount of any fees due by Customer to CTI under this Agreement during the then-current term

SECTION 12 - LIMITATION OF CTI'S OBLIGATIONS

12.01 Availability of Service. CTI shall place all new requests for modifications to FocusAgent into a work in-process queue and handle the requests in the order received, in view of its existing obligations and the overall availability of service and production capability.

12.02 Customer Responsible for Contracts. Customer shall be and is solely responsible for all contracts and disclosures made by Customer to third party relating to Customer's trade or business or the use of FocusAgent by Customer in its trade or business. CTI assumes no liability and makes no warranties relating to any contracts or disclosures made by Customer to third parties or use of FocusAgent by Customer for which Customer may become obligated and Customer hereby indemnifies and holds CTI harmless for any loss, cost, damage, expense or liability resulting from any contracts or disclosures made by Customer or use of FocusAgent by Customer in its trade or business.

12.03 Termination. In addition to the provisions of Section 3 hereof, the parties hereto agree that this agreement may be immediately terminated upon the occurrence of any of the following events.

- a. The failure of CTI to cure, within thirty (30) days after receipt of written notice thereof, the non-fulfillment of any agreement or covenant of Customer contained in this Agreement;
- b. The failure of CTI to cure, within thirty (30) days after written notice thereof, the breach of any warranty or representation of CTI contained in this Agreement;
- c. The failure of CTI to cure, within thirty (30) days after written notice thereof, the non-fulfillment of any agreement or covenant of Customer contained in this Agreement;
- d. The failure of Customer to cure, within thirty (30) days after written notice thereof, the breach of any warranty or representation of Customer contained in this Agreement constitutes a breach on the part of the Customer;
- e. CTI makes no declaration as to a change in Customer ownership
- f. If Customer transfers or assigns or attempts to transfer or assign any of its rights or obligations under this Agreement, except as specifically authorized herein, without the prior written consent of CTI, CTI's written consent to such transfer or assignment may be withheld, in CTI's absolute discretion, for any reason or for no reason; or
- g. The filing by Customer of a voluntary petition in bankruptcy or if Customer is adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or if Customer shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Customer or of all or any part of its property; or if Customer shall admit in writing its inability to pay its debts as they become due; or if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Customer seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or if any trustee, receiver or liquidator of Customer or of all or any part of its property shall be appointed without the consent of acquiescence of Customer and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); shall constitute a breach on the part of Customer.

SECTION 13 - GENERAL PROVISIONS

13.01 Post-Termination Obligations. The parties hereto acknowledge and agree that upon and following termination of this Agreement, as provided herein, all rights of Customer provided for herein shall terminate and Customer shall have no right, title or interest in the Software nor any further right to the use thereof; provided, however, Customer shall be granted access to obtain all reports and information relating to any bank customers in hard copy and in computer reproducible format. Customer's obligations

respecting non-use and non-disclosure of CTI's confidential information and non-infringement of CTI's copyright and proprietary right, Section 10 of this agreement, and all other provisions which, by their nature, are intended to survive termination shall survive termination of this Agreement and shall remain in effect for so long as such information remains proprietary to CTI.

- 13.02 Arbitration.** Any controversy or claim arising out of or relating to this Agreement or any term, provision or transaction provided for herein, or the breach or non-fulfillment thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time demand for arbitration is made by any party. Customer shall name one arbitrator, a second shall be named by CTI, and the two (2) arbitrators so chosen shall name the third arbitrator. In the event that the third arbitrator is not agreed upon, the American Arbitration association shall name him or her. The arbitration shall occur in Lincoln, Nebraska. The award made by all or a majority of the panel of arbitrators shall be final and binding, and judgment may be entered in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction, or vacation only as explicitly provided in Title 9 of the United States Code. The prevailing party shall be entitled to an award of pre- and post- award interest as well as reasonable attorney's fees incurred in connection with the arbitration and any judicial proceeding related thereto.
- 13.03 Notices.** Each notice, request, demand or other communication required by this Agreement will be given in writing and delivered personally or mailed by U.S. mail first class postage prepaid, or courier service, unless another method is specified, to the other party at the address specified in this Agreement and addressed to an authorized representative.
- 13.04 Governing Law.** This Agreement will be governed and construed by the laws of the State of Nebraska without regard to its conflict of laws provisions or those of any other state.
- 13.05 Severability and Waiver.** Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 13.06 Force Majeure.** Neither party shall be liable to the other or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, acts of terrorism, disruption or outage of communications, power or other utility, labor strikes, and/or any other cause, whether similar or dissimilar to any of the foregoing, that is beyond the reasonable control of the party whose performance is affected.
- 13.07 Modifications.** Except as specifically stated in this Agreement, this Agreement may be modified or amended, and the terms of this agreement may be waived, only by a writing signed by each party's authorized representative.
- 13.08 Assignment.** This Agreement shall be binding upon Customer and inure to the benefit of the parties hereto and their respective successors and consented-to assigns. Customer will not assign, sublicense or otherwise transfer directly, by operation of law or otherwise, this Agreement without the prior written consent of CTI, which consent may be withheld for any reason or for no reason. Any non-consented to assignment, sublicense or transfer shall be null and void; provided this restriction shall not apply to sale of Customer's capital stock or a merger or a share exchange. Customer shall notify CTI with written confirmation of any sale, merger or share exchange. All terms and conditions of this Agreement, including assumption of all liabilities and obligations, apply to any such assignment or transfer of this Agreement. Fees and charges may be modified in the event of an assignment.
- 13.09 Survival of Provisions.** Customer's obligations respecting non-use and non-disclosure of CTI's confidential information and non-infringement of CTI's copyright and proprietary right, Section 10 of this agreement, and all other provisions which, by their nature, are intended to survive termination shall survive termination of this Agreement and shall remain in effect for so long as such information remains proprietary to CTI.
- 13.10 Full Integration.** This Agreement contains the full and complete understanding of the parties and supersedes all prior representations, promises, statements, arrangements, agreements, warranties and understandings between the parties with respect to the subject matter hereof, whether oral, written, express or implied.
- 13.11 Counterparts.** This Agreement may be executed in counterparts, each of which constitute and original and all of which, taken together, shall constitute one and the same agreement.

- 13.12 Exhibits.** Exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.
- 13.13 No Joint Venture.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of joint venture or of any association between the parties. None of the provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship specified herein.
- 13.14 Expenses.** Except as otherwise specifically provided herein, the parties each shall bear their own respective costs and expenses incurred in connection with the negotiation, preparation and performance of this Agreement and the transactions contained hereby, and shall have no liability to any other party for its incurred expenses, except as may be agreed between the parties hereto in writing.
- 13.15 Captions.** The division of this agreement into sections and subsections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 13.16 No Substitute for Legal Counsel.** Customer acknowledges that CTI is not authorized to practice law, nor may any of CTI's 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 CTI has no obligation or liability.

SECTION 14 - EFFECTIVE DATE

- 14.01** The Effective Date of this Agreement is the date on which Customer submits their profile information to CTI.