

This **CBANC Third Party Membership Agreement**, including all attachments listed below (this "Agreement"), is effective upon click through acceptance of this agreement, and is made by and between CBANC Network, Inc., a Texas corporation having a place of business at Echelon IV, 9430 Research Blvd., Suite 400, Austin, Texas 78759 ("CBANC") and 3PM.

Definitions:

"**3PM**" refers to a Third Party Member (typically a for profit company selling technology or services to a community bank or credit union). 3PMs have restricted access to CBANC, its MEMBERS, and the content inside CBANC.

"**Member**" refers to a Financial Institution who has full access to CBANC functionality.

"**Question**" refers to a general question or inquiry posted by a Member to other Members.

"**Wanted Ad**" refers to a posting by a Member for assistance.

Use of the CBANC website and associated services is subject to the following terms and conditions. By executing this Agreement, or by submitting information to, or accessing information from the website, you as a 3PM agree to the following terms and conditions. These terms and conditions are a legal agreement between you as 3PM and CBANC. As a 3PM, you may be required to accept additional terms and conditions. Such additional terms and conditions will be read in conjunction with this Agreement and not in place thereof. If you do not agree to the terms and conditions provided in this Agreement and as may be provided from time to time as a 3PM, do not execute this Agreement or continue to access this website.

Membership Privileges for Third Party Member

Limited membership privileges are granted by CBANC exclusively to third party companies who are involved in the financial services industry. Membership rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the registered 3PM without the express written permission of CBANC. 3PM shall not use the website as a part of any effort to compete with CBANC, including, without limitation, using the website or content to provide alone or in combination with any other product or service, any database services to any Member or any use that causes a reduction or loss from an existing or potential Member. 3PM shall not remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the website. With respect to your conduct on this website or while utilizing this service, you as a 3PM agree not to:

- Attempt to disguise the origin of any content
- Act in a manner that negatively affects a Members' use of the website site or the vendor search and review service
- Upload, post or otherwise transmit any content that is not directly applicable to a Question or a Wanted Ad posted by a Member, (including, but not limited to, advertising and general solicitation for 3PM's products or services).

Ownership and License Grant

CBANC retains all rights (including Intellectual Property Rights as defined below), title and interest in the CBANC web site, source code and all underlying technology including any enhancements and improvements thereto as a result of providing the website and related services hereunder. CBANC claims no ownership in, and makes no warranties with respect to Content made available by its 3PMs and Members. 3PM will not, and will not allow others to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of CBANC's technology or delete or alter author attributes or copyright notices. 3PM shall use the CBANC website solely for the limited purposes described herein and shall not allow others to use the CBANC System under or through that 3PM's login ID/email and password.

"Intellectual Property Rights" means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (a) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired.

Limitation of Liability and Indemnification

IN NO EVENT SHALL CBANC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS) ARISING OUT OF THIS AGREEMENT. CBANC (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from 3PM's use of the website, and 3PM agrees to indemnify CBANC (and CBANC'S officer, directors, employees and agent) and hold each of them harmless from an against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorney's fees) as a result of a claim by any person other than 3PM arising from 3PM's use or application of the website.

Warranty Disclaimers

THE WEBSITE AND CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CBANC MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES,

EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE OR CONTENT, INCLUDING ACCURACY, OPERATION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. CBANC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Governing Law

This agreement and the services provided by CBANC, shall be governed by the laws of the State of Texas, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the State and Federal courts of Travis County, Texas for the adjudication of any disputes or claims arising out of and/or related to this agreement. If any provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this agreement, which shall remain in full force and effect.

Assignment

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under this Agreement or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by 3PM without the prior written consent of CBANC, which retains the right to withhold its consent in its sole discretion.

Term/Termination

This agreement is effective unless and until terminated by either 3PM or CBANC. 3PM may terminate this Agreement at any time by providing notice to CBANC. CBANC may also terminate this agreement at any time, and may do so immediately without notice, and accordingly deny you access to the website, if in CBANC'S sole discretion, you fail to comply with any term or provision of this Agreement or engage in conduct expressly prohibited by this Agreement.

Changes to these Terms and Conditions

CBANC reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing use of this website from time to time and at any time in its sole discretion. If CBANC decides to change the terms and conditions of this Agreement, it will post a new version on the website. Any changes or modifications will be effective upon posting. Your continued use of the website following posting of any changes or modifications constitutes your acceptance of such changes or modifications.

Rules for Specific Applications

CBANC Exchange – Content and Consulting

Authorized 3PM users may post content (e.g., white papers, best practice documents, etc) and consulting time into the CBANC Exchange for consumption by Members. The content or consulting time can be uploaded proactively by the 3PM or in response to a Wanted Ad or Question. When the 3PM sees the Wanted Ad or Question, all identifying information about the Member is hidden to protect the Member's privacy. Below are the rules that govern the 3PM's conduct in the Exchange. Failure of 3PM to comply with these rules can result in immediate revocation of 3PM's access to CBANC:

- The content and/or consulting time posted must represent intellectual property which is intended to add substantive value to the Member's business or operations. The content must NOT consist of general advertising or marketing, or be perceived by a Member

to be primarily advertising or marketing of 3PM's services.

- 3PM may not post more than 5 pieces of content/consulting per Category.
- Wanted Ads posted by Members in Exchange are visible to Members only for the first 15 days following posting and may not be viewed and solved by any 3PM during this initial posting period.

CBANC Exchange – Answers

Authorized 3PM users may respond to Questions that Members have posted into the Exchange. Below are the rules that govern the 3PMs responses to Questions. Failure to comply with these rules can result in immediate revocation of 3PM's access to CBANC:

- 3PM should provide a comprehensive response that meaningfully addresses the subject matter of each Question in a single response. 3PM's should refrain from providing incomplete or partial responses which include offers to provide additional information following direct contact from the Member.
- A response should only contain information that is directly applicable to a Question, and must not include general advertising, marketing or promotional material.
- 3PM may only provide one answer to a Question.

By posting content, consulting and responses (Content) to the Exchange, 3PM represents and warrants to CBANC and to the Members: (a) that it owns all right, title and interest in and to the posted Content; and (b) that the Content and associated information provided by the 3PM will be relevant and of utility to the Members. A 3PM selling Content agrees to indemnify, defend and hold harmless the purchasing Member and CBANC from and against any claim that the Content or service infringes upon the Intellectual Property Rights of any third party.

CBANC may, in its sole discretion, and without any obligation to verify ownership, remove Content or any offer for services that CBANC suspects may have been submitted in violation of the terms of this Agreement. In addition, CBANC may require additional evidence of compliance with this provision from 3PMs who are alleged to have submitted Content or offered services in violation of this Agreement. CBANC may, in its sole discretion, terminate the membership, and refuse further service to, any 3PM who repeatedly or knowingly violates this Agreement.

CBANC ACCEPTS NO RESPONSIBILITY FOR CHECKING THE ACCURACY OF CONTENT OR OF SERVICES SUBMITTED BY ANY 3PM OR MEMBER FOR SALE IN THE EXCHANGE.

Copyright Complaints

If you as a 3PM believe that Content has been submitted into the Exchange in a way that constitutes copyright infringement, please provide CBANC the written information specified below. Please note that this procedure is exclusively for notifying CBANC that you suspect copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you suspect has been infringed upon;
- A description of where the material that you suspect is infringing is located on CBANC, with identifying information for the listing, if applicable;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Address for CBANC:
9430 Research Blvd., Suite 400
Austin, Texas 78759

While CBANC shall take all reasonable efforts to backup data, 3PM will be solely responsible for retaining back-up copies of all information and Content it provides to CBANC.

VENDOR REVIEW

3PMs may be granted access to read and respond to reviews written about 3PM's products and services. By entering into this agreement, 3PM acknowledges and agrees that neither CBANC nor any Member assumes any responsibility in any way for any derogatory or negative comments made by a Member about 3PM's products and services. 3PM further acknowledges that CBANC assumes no obligation to take any action to respond to or counter any review posted by any Member or to mediate disputes between a Member and 3PM, and that the very nature of the Vendor Review area of the CBANC website is to encourage and promote a free and uncensored discussion by Members of third party vendor's products and services.

Notwithstanding the above, should a Member post comments in a review that violates the privacy terms or conditions (e.g., pricing, slanderous personal comments about specific 3PM employees) of the agreement between such Member and 3PM, CBANC may remove the offending content at the request of 3PM.

Privacy of Data

CBANC will keep private and not grant to any third party access to data the 3PM uploads. All Content uploaded is the sole property of the 3PM.

Use of Information

As a 3PM, you agree to treat all information obtained from this website, including content, Member directory, historical transaction information, and any information otherwise made available to 3PM through this website as confidential and proprietary to CBANC. 3PM agrees that content reserved for Members will be maintained as confidential and shall be protected as a trade secret of CBANC. Reproducing or distributing any content from inside CBANC to unauthorized third parties (whether another financial institution or vendor) is a violation of Member privacy and is grounds for immediate loss of access to CBANC and possible suit.

3PM's Confidentiality Obligations

During the term of this Agreement and thereafter, 3PM shall not provide nor disclose to any third party, or itself use, reproduce or copy, unless authorized in writing to do so by a Member or properly directed or ordered to do so by public authority, any non-public member information which may come into 3PM's possession. 3PM's obligations under this section are perpetual and shall survive any termination of this Agreement. 3PM shall follow the same procedures to ensure its compliance with the requirements of this section as it follows to protect its own confidential and proprietary information of a similar nature, but not less than a reasonable degree of care, including, but not limited to, limiting the disclosure of non-public member information to employees who have a reasonable need to know such information and who are aware of the obligation to treat such information in confidence. CBANC may, at its discretion, review the procedures used by 3PM to comply with 3PM's obligations under this Agreement. CBANC shall be entitled to injunctive relief to enforce 3PM's compliance with the obligations contained in this section, it being understood and agreed that CBANC will not have an adequate remedy at law if such obligations are not complied with.