

## **JHA Corporate Website Terms of Use as of 8/25/08**

### **Terms & Conditions**

This site, its contents, and the ProfitStars trademark are the property of Jack Henry & Associates, Inc., one of its affiliates, or third parties who have licensed their materials to Jack Henry & Associates, Inc., unless otherwise indicated, and are protected by copyright and trademark laws. If you are dissatisfied with this web site or any content on the site, or with the Jack Henry & Associates, Inc., terms and conditions, your sole and exclusive remedy is to discontinue using this web site. You acknowledge, by your use of this site, your agreement without modification to all of the terms and conditions and that your use of the site is at your sole risk.

#### **Welcome**

This site is provided as a service. Please review the following basic rules that govern the use of our site (the "Agreement"). Please note that your use of our site constitutes your agreement to follow and be bound by these terms. If you do not agree to these terms, please do not use this site. Although you may "bookmark" a particular portion of this site and thereby bypass this Agreement, your use of this site still binds you to the terms.

#### **Modifications**

Since Jack Henry & Associates Inc. may revise this Agreement at any time, you should visit this page periodically to review the terms of use. At Jack Henry & Associates, Inc., we reserve the right to update or modify these Terms and Conditions at any time without prior notice. Your use of this site following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review these Terms and Conditions whenever you use this web site.

#### **Availability of Products and Services**

The products and services ("Services") described on this web site are available only in the United States and other countries where permitted by law. Products and services may not be available in all geographic areas. All products and services are subject to change without notice.

#### **Copyrights & Trademarks**

The contents of this site are the property of Jack Henry & Associates, Inc., one of its affiliates or by third parties who have licensed their materials to Jack Henry & Associates, Inc., unless otherwise indicated, and are protected by copyright and trademark laws. All rights are reserved by Jack Henry & Associates, Inc., and the content of the web site may not be produced, downloaded, disseminated, published, or transferred without the prior written permission of Jack Henry & Associates, Inc. The trademarks, logos and service marks displayed on the web site are the property of Jack Henry & Associates, Inc., and other parties. The following Trademarks and Service Marks are the property of Jack Henry & Associates, Inc.:

4|sight<sup>(TM)</sup>, ACH<sup>(TM)</sup>, Access<sup>(TM)</sup>, Access Banking System<sup>(TM)</sup>, Access for Windows<sup>(TM)</sup>, Account Cross-sell, ACS<sup>(TM)</sup>, AccountView<sup>(TM)</sup>, Alliance Check Image Solutions<sup>(TM)</sup>, APS<sup>(TM)</sup>, Archiv<sup>(TM)</sup>, Archiv for Windows<sup>(TM)</sup>, ARS<sup>(TM)</sup>, ARX<sup>(TM)</sup>, ATM<sup>(TM)</sup>, ATM Processing<sup>(TM)</sup>, Bank Business Recovery Service<sup>(TM)</sup>, Banker E<sup>(TM)</sup>, Banker II<sup>(TM)</sup>, Banker Host-based Asset/Liability<sup>(TM)</sup>, Banker Host-based Investment/Borrowing<sup>(TM)</sup>, BankMaster<sup>(TM)</sup>, BankView<sup>(TM)</sup>, BBRS<sup>(TM)</sup>, BFS<sup>(TM)</sup>, Bits 'n Bytes<sup>(TM)</sup>, BondMaster<sup>(TM)</sup>, BOSS<sup>(TM)</sup>, Branch Communications Recovery<sup>(TM)</sup>, CashConnect<sup>(TM)</sup>, Cash Dispenser<sup>(TM)</sup>, CASS Certification<sup>(TM)</sup>, CBR<sup>(TM)</sup>, CDA<sup>(TM)</sup>, Centurion Business Recovery Consulting Group<sup>(TM)</sup>, CheckMaster<sup>(TM)</sup>, CIF<sup>(TM)</sup>, CIF 20/20 R<sup>(TM)</sup>, CIF 20/20 Banking Software with Vision<sup>(TM)</sup>, CIF 20/20 Co-Mingle POD<sup>(TM)</sup>, CIF 20/20 POD<sup>(TM)</sup>, CIF/38<sup>(TM)</sup>, CIF/36<sup>(TM)</sup>, CIF 2000<sup>(TM)</sup>, CLA<sup>(TM)</sup>, Client Server Messaging System (CSMS) <sup>(TM)</sup>, CommLink<sup>(TM)</sup>, Conductor CU Technology Guidance System<sup>(TM)</sup>, CPX/LPX<sup>(TM)</sup>, CTRMaster<sup>(TM)</sup>, DDA<sup>(TM)</sup>, EAR<sup>(TM)</sup>, ECL<sup>(TM)</sup>, Easy Writer<sup>(TM)</sup>, Electronic Trial Balance<sup>(TM)</sup>, ENABLE<sup>(TM)</sup>, FAS<sup>(TM)</sup>, FIS<sup>(TM)</sup>, FormSmart Forms and Supplies<sup>(TM)</sup>, FormSmart The Intelligent Way To Supply Your Bank<sup>(TM)</sup>, Fremont Software<sup>(TM)</sup>, FTI Interface<sup>(TM)</sup>, Graphical Access For CIF 20/20<sup>(TM)</sup>, Graphical Access For Silverlake<sup>(TM)</sup>, Graphical Access For JHA Platform System<sup>(TM)</sup>, HBK<sup>(TM)</sup>, ICI<sup>(TM)</sup>, ILA<sup>(TM)</sup>, ImageMAX<sup>(TM)</sup>, Image Recovery<sup>(TM)</sup>, Interlink<sup>(TM)</sup>, IPS<sup>(TM)</sup>, IRA<sup>(TM)</sup>, Isosceles<sup>(TM)</sup>, IVR<sup>(TM)</sup>, Jack Henry<sup>(TM)</sup>, JHA<sup>(TM)</sup>, JHA BILLPAY<sup>(TM)</sup>, JHA Check Image System<sup>(TM)</sup>, JHA Check Image Lite<sup>(TM)</sup>, JHA Demand Account Reclassification Module<sup>(TM)</sup>,

JHA Electronic Cash Letter<sup>(TM)</sup>, JHA Image Lite<sup>(TM)</sup>, JHA Image Proof System<sup>(TM)</sup>, JHA Outlink Data Centers Managing Technology, So You Don't Have To<sup>(TM)</sup>, JHA Payroll<sup>(TM)</sup>, JHA Platform System<sup>(TM)</sup>, JHA Proof System<sup>(TM)</sup>, JHA Report Retrieval<sup>(TM)</sup>, JHA Teller<sup>(TM)</sup>, JHANETCOMM<sup>(TM)</sup>, LCG<sup>(TM)</sup>, LNA<sup>(TM)</sup>, Liberty Banking System<sup>(TM)</sup>, LoanConnect<sup>(TM)</sup>, MLA<sup>(TM)</sup>, Master Money Processing (Masterlink)<sup>(TM)</sup>, Matrix<sup>(TM)</sup>, MemberConnect<sup>(TM)</sup>, MemberConnect Audio Response<sup>(TM)</sup>, MemberConnect Draft Images<sup>(TM)</sup>, MemberConnect Kiosk<sup>(TM)</sup>, MemberConnect Speech<sup>(TM)</sup>, MemberConnect Web<sup>(TM)</sup>, Message Control System (MCS)<sup>(TM)</sup>, MMR<sup>(TM)</sup>, NCR<sup>(TM)</sup>, NetForums<sup>(TM)</sup>, NetTeller Bill Pay<sup>(TM)</sup>, NetTeller Cash Management<sup>(TM)</sup>, NetTeller Online Banking<sup>(TM)</sup>, NetTeller Recovery<sup>(TM)</sup>, OLCS (OnLine Capture System)<sup>(TM)</sup>, On-Site Installation Services<sup>(TM)</sup>, On-Site Training<sup>(TM)</sup>, OPS<sup>(TM)</sup>, PAT<sup>(TM)</sup>, PC Contingency<sup>(TM)</sup>, PC Contingency Stand-In Support<sup>(TM)</sup>, PC Stand-In Contingency Solution<sup>(TM)</sup>, Passbook<sup>(TM)</sup>, PassPort.atm<sup>(TM)</sup>, PassPort.dc<sup>(TM)</sup>, PassPort.pro<sup>(TM)</sup>, Peerless Check Image Systems<sup>(TM)</sup>, Peerless Group<sup>(TM)</sup>, Peerless Group and Design<sup>(TM)</sup>, PinPoint Report Retrieval<sup>(TM)</sup>, PLA<sup>(TM)</sup>, Plan Writing<sup>(TM)</sup>, POD Only Recovery<sup>(TM)</sup>, Pollable Terminal Software (PTS)<sup>(TM)</sup>, Real Time<sup>(TM)</sup>, Regency (batch)<sup>(TM)</sup>, Regency (on-line)<sup>(TM)</sup>, Regulatory News Report<sup>(TM)</sup>, Remote Data Entry Recovery<sup>(TM)</sup>, RepGen, Report Generator<sup>(TM)</sup>, RIP<sup>(TM)</sup>, SAS<sup>(TM)</sup>, SAV<sup>(TM)</sup>, SDB<sup>(TM)</sup>, Sector<sup>(TM)</sup>, SigMaster<sup>(TM)</sup>, Silverlake Check Image<sup>(TM)</sup>, Silverlake POD<sup>(TM)</sup>, Silverlake System Co-Mingle POD<sup>(TM)</sup>, Silverlink ATM & Transaction Processing Software<sup>(TM)</sup>, Spectrum Teller<sup>(TM)</sup>, SPT Teller<sup>(TM)</sup>, Sterling Cash Management<sup>(TM)</sup>, Store Forward<sup>(TM)</sup>, SymConnect<sup>(TM)</sup>, SymForm<sup>(TM)</sup>, Symitar<sup>(TM)</sup>, Symitar for Windows, SFW<sup>(TM)</sup>, Symitar InfoStation<sup>(TM)</sup>, Symitar System<sup>(TM)</sup>, Symitar Systems<sup>(TM)</sup>, Synapsys<sup>(TM)</sup>, Tellebanker-II<sup>(TM)</sup>, Tellebanker PC<sup>(TM)</sup>, Teller-Lite<sup>(TM)</sup>, TellerMaster<sup>(TM)</sup>, The Regulatory News Report<sup>(TM)</sup>, The Wizard<sup>(TM)</sup>, TKL<sup>(TM)</sup>, Transcend Systems<sup>(TM)</sup>, UTX<sup>(TM)</sup>, Various Banker ancillary modules<sup>(TM)</sup>, Various Access ancillary modules<sup>(TM)</sup>, VERTEX<sup>(TM)</sup>, Vertex Teller<sup>(TM)</sup>, Vertex Teller Automation System<sup>(TM)</sup>, Visa Check Processing<sup>(TM)</sup>, Web Site Custom Dev/Gateway<sup>(TM)</sup>, Web Site Hosting<sup>(TM)</sup>, Web Site Maintenance<sup>(TM)</sup>, ZIP<sup>(TM)</sup>, AIRTELLER<sup>(TM)</sup>, Centurion Disaster Recovery(SM), CIF 20/20<sup>(TM)</sup>, CommLink ATM & Transaction Processing Solutions(SM), Core Director<sup>(TM)</sup>, FormSmart(SM), ImageMax Check Image System<sup>(TM)</sup>, InTouch Voice Response<sup>(TM)</sup>, Matrix Network Services(SM), OUTLINK DATA CENTERS MANAGING TECHNOLOGY, SO YOU DON'T HAVE TO(SM), PassPort<sup>(TM)</sup>, PowerPay<sup>(TM)</sup>, Silhouette Document Imaging<sup>(TM)</sup>, Streamline Platform Automation<sup>(TM)</sup>, TimeTrack Payroll System<sup>(TM)</sup>, Banker 80®, BankVision®, ChekWatch®, Conductor® Home Banking (Trademark for Conductor® is owned by H & R Block), JHA/USA®, Liberty®, Masterlink®, NETHARBOR®, NetTeller®, Peerless Group® – (Not owned by JHA, but licensed to JHA), Peerless Systems and Design® – (Not owned by JHA, but licensed to JHA), Peerless Systems® – (Not owned by JHA, but licensed to JHA), PeerlessCU® – (Not owned by JHA, but licensed to JHA), Peerless21® – (Not owned by JHA, but licensed to JHA), POD Express®, Silverlake System®, Silverlink®, SuperChek®, SuperIMAGE®, The Single Source®, BLUEPRINTS FOR YOUR SUCCESS(SM), Cutting-Edge IT Solutions for the Future of Credit Unions(SM), JHA Merchant Services(SM), Know-It-All – Empowering Users Through Knowledge(SM), Leading through technology.....guiding through support(SM), Masterlink(SM), Summit Support(SM), The Depth of Financial Intelligence(SM), The Single Source(SM), VERTEX(SM), We Are Looking Out For You(SM), Where Tradition Meets Technology(SM)

### **Member Account, Password, and Security**

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Jack Henry & Associates, Inc., immediately of any unauthorized use of your account or any other breach of security. Jack Henry & Associates, Inc., will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Jack Henry & Associates, Inc., or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

### **No Unlawful or Prohibited Use**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Jack Henry & Associates, Inc., server, or the network(s) connected to any Jack Henry & Associates, Inc., server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Jack Henry & Associates, Inc., server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

## **Use of Services**

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Jack Henry & Associates, Inc., has no obligation to monitor the Communication Services. However, Jack Henry & Associates, Inc., reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Jack Henry & Associates, Inc., reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Jack Henry & Associates, Inc., reserves the right at all times to disclose any information as Jack Henry & Associates, Inc., deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Jack Henry & Associates, Inc.'s sole discretion.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Services. Jack Henry & Associates, Inc., does not control or endorse the content, messages or information found in any Communication Services and, therefore, Jack Henry & Associates, Inc., specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Jack Henry & Associates, Inc., spokespersons, and their views do not necessarily reflect those of Jack Henry & Associates, Inc. Materials uploaded to the Communication Services may be subject to posted limitations on

usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

### **Links to Other Internet Sites**

This web site may contain links to other web sites operated by third parties. Jack Henry & Associates, Inc., provides links to other sites as a service to users. The linked sites are not under the control of Jack Henry & Associates, Inc., or its affiliates or subsidiaries, and Jack Henry & Associates, Inc., is not responsible for the content available on the third-party sites. Such links do not imply Jack Henry & Associates, Inc.'s endorsement or approval of material on any other site. It is the user's responsibility to take precautions to ensure that material selected from such linked sites is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. Jack Henry & Associates, Inc., is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of the use of such linked sites, or reference to or reliance on information contained therein.

### **Tools and Calculators**

This web site may contain tools and calculators. Jack Henry & Associates, Inc., provides tools and calculators as a service to users, for educational purposes only. Jack Henry & Associates, Inc., does not guarantee the accuracy of these tools and calculators or the results. Jack Henry & Associates, Inc., is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of the use of such tools and calculators.

### **No Warranties**

Use of this web site and its contents are at the user's sole risk. Jack Henry & Associates, Inc., assumes no responsibility for consequences from the use of the information herein, or in any respect for the content of such information, including, but not limited to, delays, errors or omissions, the accuracy or reasonableness of information, the defamatory nature of statements, ownership of copyright or other intellectual property rights, and the violation of property, privacy or personal rights of others. Jack Henry & Associates, Inc., is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference or reliance on such information.

Information on this site is provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event will Jack Henry & Associates, Inc., or its subsidiaries, affiliates, contractors, or their respective employees be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) resulting from the use of or the inability to use the web site, site content or any products or services, or any failure of performance, error, omission, interruption, effect, delay in operation or transmission, computer virus, line system failure, loss of data, or loss of use related to this web site or any web site operated by any third party.

### **Notices Regarding Software, Documents and Services Available on this Web Site**

IN NO EVENT SHALL JACK HENRY & ASSOCIATES, INC., AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

### **Materials Provided to Jack Henry & Associates, Inc., or Posted at Any Jack Henry & Associates, Inc., Web Site**

Jack Henry & Associates, Inc., does not claim ownership of the materials you provide to Jack Henry & Associates, Inc., (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Jack Henry & Associates, Inc., its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all Jack Henry & Associates, Inc., Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with

your Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. Jack Henry & Associates, Inc., is under no obligation to post or use any Submission you may provide and Jack Henry & Associates, Inc., may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, you are granting (a) to all members of your private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, worldwide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time you completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images. No compensation will be paid with respect to the use of your Images.

Notices and Procedure for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE.

## **Infringement**

### **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

**NOTE: THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING THE SERVICE PROVIDERS REFERENCED BELOW THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, REPORTS OF EMAIL ABUSE, AND PIRACY REPORTS, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.**

Written notification must be submitted to the following Designated Agent:

**Service Provider(s):** Jack Henry & Associates, Inc., Jack Henry Services, L.P., Jack Henry Systems, L.P., Jack Henry Software/Commlink, L.P., Open Systems Group, Inc., Symitar Systems, Inc., Sys-Tech, Inc., Transcend Systems Group, Inc., Jack Henry, L.L.C., Jack Henry International, Ltd.

**Name of Agent Designated to Receive**

**Notification of Claimed Infringement:** Rob Schendel

**Full Address of Designated Agent to**

**Which Notification Should be Sent:** P.O. Box 807, Monett, MO 65708

**Telephone Number of Designated Agent:** (417) 235-6652

**Facsimile Number of Designated Agent:** (877) 419-3299

**Email Address of Designated Agent:** rschendel@jackhenry.com

To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information as outlined in 1 through 6 above:

1. Service Provider shall remove or disable access to the material that is alleged to be infringing;
2. Service Provider shall forward the written notification to such alleged infringer ("Subscriber");
3. Service Provider shall take reasonable steps to promptly notify the Subscriber that it has removed or disabled access to the material.

**Counter Notification:**

To be effective, a Counter Notification must be a written communication provided to the Service Provider's Designated Agent that includes substantially the following:

1. A physical or electronic signature of the Subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the Subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:

1. Service Provider shall promptly provide the Complaining Party with a copy of the Counter Notification;
2. Service Provider shall inform the Complaining Party that it will replace the removed material or cease disabling access to it within ten (10) business days;
3. Service Provider shall replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter Notification, provided Service Provider's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on Service Provider's network or system.

**Theft and Fraud**

If your Service or password is lost or stolen or fraudulently used, then you are responsible for all usage resulting from such loss or theft. You agree to cooperate in the investigation of fraud or theft and to provide us with such information and documentation as we may request (including affidavits and police reports).

**Indemnity**

You agree to indemnify, defend, and hold Jack Henry & Associates, Inc., harmless from and against any and

all claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees and costs) arising out of, based on, or in connection with your access and/or use of this Web site or Services.

### **General**

This agreement is governed by the laws of the State of Missouri, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Barry County, Missouri, U.S.A. in all disputes arising out of or relating to the use of the Jack Henry & Associates, Inc., Sites/Services. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Jack Henry & Associates, Inc., as a result of this agreement or use of the Jack Henry & Associates, Inc., Sites/Services. You agree to indemnify and hold Jack Henry & Associates, Inc., its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the Jack Henry & Associates, Inc., Sites/Services. Jack Henry & Associates, Inc., reserves the right to disclose any personal information about you or your use of the Jack Henry & Associates, Inc., Sites/Services, including its contents, without your prior permission if Jack Henry & Associates, Inc., has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Jack Henry & Associates, Inc., or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. Jack Henry & Associates, Inc.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Jack Henry & Associates, Inc.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Jack Henry & Associates, Inc., Sites/Services or information provided to or gathered by Jack Henry & Associates, Inc., with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Jack Henry & Associates, Inc., with respect to the Jack Henry & Associates, Inc., Sites/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Jack Henry & Associates, Inc., with respect to the Jack Henry & Associates, Inc., Sites/Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Jack Henry & Associates, Inc., assumes no responsibility regarding the accuracy of the information that is provided by Jack Henry & Associates, Inc., and use of such information is at the recipient's own risk. Jack Henry & Associates, Inc., provides no assurances that any reported problems may be resolved with the use of any information that Jack Henry & Associates, Inc., provides. By furnishing information, Jack Henry & Associates, Inc., does not grant any licenses to any copyrights, patents or any other intellectual property rights.

If any part of this agreement is determined to be unenforceable by a court of competent jurisdiction, the unenforceable portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and the remainder of the agreement shall continue in full force and effect.

This agreement constitutes the entire agreement between you and Jack Henry & Associates, Inc., with respect to the use of this web site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Jack Henry & Associates, Inc., with respect to this web site. A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.