#### **X9LIB SDK SOFTWARE LICENSE, SUPPORT AND MAINTENANCE AGREEMENT**

Please read carefully before using this software.

THIS AGREEMENT STATES THE TERMS AND CONDITIONS UPON WHICH ALL MY PAPERS, INC., A TEXAS CORPORATION ("All My Papers") OFFERS TO LICENSE THE SOFTWARE TO THE PARTY IDENTIFIED ON THE INVOICE TO BE ISSUED BY ALL MY PAPERS ("LICENSEE") AND TO PROVIDE SUPPORT AND SOFTWARE MAINTENANCE AS DETAILED HEREIN.

BY SELECTING THE "YES" BUTTON BELOW, LICENSEE IS AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SELECT THE "NO" BUTTON AND DELETE ALL COPIES OF THIS SOFTWARE.

All My Papers is licensing X9LIB SDK software which includes a set of executables, DLLs, and other files (collectively, the "All My Papers Technologies"). X9LIB SDK is a Windows Software Development Toolkit that supports the creation of applications that encapsulate check images with other data to create X9 Image Cash Letter files.

1. Term and Fee. Licensee shall pay to All My Papers an upfront License fee, set forth on an Invoice to be issued by All My Papers, for a three (3) year license (further described in Section 2) to use All My Papers Technologies and to receive support and maintenance of the software unless otherwise mutually agreed to by the parties in writing. Upon payment of the Invoice, this Agreement will be effective from the date of Licensee's acceptance, (as set forth on the invoice from All My Papers to Licensee). This agreement shall automatically renew for successive three (3) year periods (upon payment of the All My Papers invoice for the renewal fee to be issued approximately 60 days prior to the expiration of each 3 year period) unless either party notifies the other in writing of its election to terminate or request to modify terms at least 4 weeks prior to the expiration date of any Term. Payment of the License fees and renewal fees entitles Licensee to continue to use the Licensed Product as well as to receive support and maintenance. FAILURE TO PAY THE LICENSE OR ANY APPLICABLE RENEWAL FEES OR ANY CHARGES FOR ADDITIONAL PRODUCTS OR SERVICES CONSTITUTES A BREACH OF THIS AGREEMENT AND SHALL BE THE BASIS FOR THE IMMEDIATE TERMINATION OF THIS AGREEMENT AND REMOVAL OF ALL MY PAPERS

TECHNOLOGIES. If either party notifies the other, in writing, of an election to terminate four (4) weeks prior to the Agreement's expiration date or if the parties cannot agree on proposed modifications, the license will terminate upon the expiration of the current Term.

# 2. Use. This license allows you to:

(a) For the term of this Agreement, All My Papers grants to Licensee a nonexclusive, non-transferable, non-sublicensable, limited license to use, solely by and through Authorized Users, one copy of All My Papers Technologies, and to optionally integrate All My Papers Technologies into a set of batch language commands that Licensee may modify and use. Authorized Users means those individuals who are employees and agents of Licensee. In order to sublicense, sell or distribute your batch file commands containing All My Papers Technologies, you will need to purchase additional licenses from All My Papers. YOU MAY NOT SUBLICENSE, SELL OR DISTRIBUTE All My Papers TECHNOLOGIES, AND/OR THE DOCUMENTATION UNDER ANY CIRCUMSTANCE; and

(b) make one copy of All My Papers Technologies in machine-readable form solely for backup purposes, provided that your backup is not installed on any computer. You must reproduce on any copy of your application and/or in any copy of your documentation all copyright notices and any other ownership, confidentiality or proprietary legends that are on the original copy of All My Papers Technologies, and the Documentation. There are no patent licenses granted under this Agreement.

## 3. Restrictions. Licensee shall not:

(a) market, distribute or transfer copies of All My Papers Technologies, and/or the Documentation to others or electronically transfer All My Papers Technologies, and/or the Documentation from one computer to another over a network;

(b) decompile, reverse engineer, disassemble or otherwise reduce the code of All My Papers Technologies, to a human perceivable form. Unauthorized copying of All My Papers Technologies, including portions thereof or the written materials, is expressly prohibited. (Applications created using All My Papers Technologies must prominently display an All My Papers copyright message sometime during execution);

(c) use All My Papers Technologies to produce applications that will be shared through a network or the world wide web without written authorization or a specific license from All My Papers;

(d) use All My Papers Technologies in more than a single instance or for more than a single user without a specific license from All My Papers permitting such use;

(e) use All My Papers Technologies in violation of any federal, state or local law, regulation or rule; or use the software for purposes of competitive analysis of the software, the development of a competing software product or service or any other purpose that is to the commercial disadvantage of All My Papers.

# 4. Virtual Machine (VM) Licensing

All My Papers licensing terms authorize one physical hardware device per software instance. VM environments that simulate computer hardware and operating systems shall, for the purposes of this Agreement, be equivalent to the physical computers they emulate. Any use of All My Papers Technologies in VM environments shall be governed by the same license restrictions as their physical counterparts. Specifically, the use of "Cloning" or other means of replicating VM instances for the purpose of enabling additional licenses for All My Papers Technologies is prohibited by this agreement.

You are responsible for advising All My Papers in writing that the All My Papers Technologies runs in your VM environment. All My Papers will provide support for its software running in a VM environment, provided that Licensee can demonstrate to All My Papers that any particular issue would also exist if run on a non VM environment. A performance or other dynamic issue which could be the result of the VM environment would not be supported unless it can be shown to exist on a properly configured non VM environment.

## 5. Termination.

This License is effective until terminated. Either Party may terminate this Agreement at any time without giving reason by providing 4 week's written notice; provided that if All My Papers so terminates without a breach hereof by Licensee, then Licensee shall receive a prorata refund of its unused Licensee fee. Except for Sections 6, 7, and 8, this License shall terminate automatically upon your breach of your obligations under the License. Upon termination, Licensee agrees to destroy All My Papers Technologies and Documentation, and all copies. This remedy shall be in addition to any other remedies available to All My Papers.

### 6. Software Maintenance

All My Papers shall provide you with periodic **Software Updates** including fixes for reported errors as well as modifications, refinements, updates and enhancements which All My Papers elects to incorporate into and make a part of the Software (and does not separately price or market), and includes changes necessary for the Software to comply with applicable laws, rules and regulations. All My Papers shall provide Licensee with **New Releases** of the Software, which All My Papers elects to make generally available to its client base, at no additional charge other than for Additional Services (not included in standard support and maintenance) requested by Licensee. **Software Upgrades** are not included in this Agreement. Software Upgrades are major programming development of the Software to add significant revisions of features and capabilities. All My Papers shall offer to you, Software Upgrades which are not made part of the Software Updates and which are marketed separately, at a price no greater than it offers to its other preferred customers.

#### 7. Support

a. For the term of this Agreement, All My Papers shall provide Licensee with support of Licensee's use of All My Papers Technologies via e-mail, phone, or screen sharing meetings as needed. Support is available from 8am to 5pm, Monday-Friday, Central time. Support includes:

- Access to software updates
- License transfers from machine to machine
- Operational troubleshooting

# b. Exclusions. All My Papers has no obligation to the Licensee under this Agreement to:

(i) Add new features or functionality to All My Papers Technologies;

(ii) Provide services on any of the Licensee's hardware (except for the services specified herein subject to the terms hereof);

(iii) Provide services related to All My Papers Technologies not being operated (a) within the intended parameters of the software, or (b) in the approved operating environment;

(iv) Resolve version incompatibilities between (a) All My Papers Technologies and any operating system or (ii) All My Papers Technologies and the Licensee's other custom software;

(v) Resolve software failure due to external causes;

(vi) Provide services outside the scope of the services described in this Agreement or accepted standard maintenance services, including, without limitation, services that traditionally would be covered under a separate professional services agreement such as general system administration, system tuning, and architectural services; and

(vii) Provide any services on United States Federal Holidays.

## 8. Export Control.

You agree that All My Papers Technologies and/or documentation will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

## 9. Government End Users.

All My Papers Technologies is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government End Users acquire All My Papers Technologies, and Documentation with only those rights set forth herein.

#### **10.** Warranty Disclaimer.

All My Papers Technologies are provided "AS IS." All My Papers does not warrant that the operation of All My Papers Technologies will meet your requirements or operate free from error.

All My Papers DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY All My Papers, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING. AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, **OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY** STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

#### **11.** Limitation of Liability.

All My Papers SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST BUSINESS PROFITS, LOSS OF INFORMATION, BUSINESS INTERRUPTION, OR THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE All My Papers TECHNOLOGIES EVEN IF All My Papers OR ITS REPRESENTATIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 18, ALL MY PAPERS'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE LICENSE FEE FOR All My Papers TECHNOLOGIES.

# 12. Copyright/Ownership

All My Papers Technologies and Documentation are the proprietary products of All My Papers all of which are protected by copyright and other intellectual property laws. You acquire only the right to use All My Papers Technologies, and Documentation subject to this Agreement and do not acquire any rights, express or implied, in All My Papers Technologies, or Documentation other than those specified in this Agreement. All My Papers shall at all times retain all rights, title, interest, including intellectual property rights, in All My Papers Technologies, and Documentation.

# 13. Ownership of All My Papers Technologies

All My Papers represents that it is, and on the date of delivery All My Papers Technologies will be, the sole owner and copyright holder of All My Papers Technologies; that it has, and on the date of the delivery of the All My Papers Technologies will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which All My Papers is a party or by which it is bound.

## 14. Title to and Rights in All My Papers Technologies

a. *Proprietary Rights.* The All My Papers Technologies and updates of the All My Papers Technologies are proprietary to All My Papers, and title to them remains in All My Papers. All applicable common law and statutory rights in the All My Papers Technologies and updates of the All My Papers Technologies, including, but not limited to, rights in confidential and trade secret material, source code, object code, trademarks, service marks, patents, and copyrights, shall be and remain the property of All My Papers. Licensee shall have no right, title, or interest in such proprietary rights.

b. *Restrictions.* Licensee is prohibited from distributing, transferring possession of, or otherwise making available copies of the All My Papers Technologies to any person other than Licensee under the terms of this

Agreement. You shall advise all Authorized Users that they are prohibited from reproducing, distributing, transferring possession of, or otherwise making available copies of the All My Papers Technologies and from installing copies of the All My Papers Technologies on any computer not within the Marketing Territory. You, the Key Person, and Representative Authorized Users are prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the All My Papers Technologies, and Licensee shall advise all Authorized Users that they are prohibited from making any modifications, adaptations, enhancements, changes, or derivative works of the All My Papers Technologies. As provided by law, the Key Person may make an archival copy of the All My Papers Technologies solely for use as a backup for the All My Papers Technologies. Violation of any provision in this Subsection shall authorize immediate termination of this Agreement by All My Papers.

c. Instruments. To protect the All My Papers' rights in the All My Papers Technologies, Licensee, as a licensee, shall at the reasonable request of All My Papers, promptly execute and assign any and all applications, including, but not limited to, copyright applications, any and all assignments, and any other instruments which All My Papers deems necessary to protect or maintain All My Papers' rights in the All My Papers Technologies. Licensee hereby irrevocably appoints All My Papers as attorney-in-fact for Licensee with full power and authority to execute and deliver in the name of Licensee any such instrument or instruments.

#### 15. Confidentiality

a. No Decompilation or Disassembly. All My Papers represents and Licensee hereby acknowledges that the object code constituting the All My Papers Technologies and updates of the All My Papers Technologies which is embodied on magnetic storage media contains confidential and trade secret material. Licensee, the Key Person, and Representative Authorized Users shall not attempt to decompile or disassemble the object code of the All My Papers Technologies or updates. Licensee further agrees that it will use its best efforts to prevent decompilation and disassembly of the object code of the All My Papers Technologies and updates by Authorized Users by advising Authorized Users of the provisions of this Subsection and by immediately reporting to All My Papers and halting any reverse compilation or reverse assembly of the All My Papers Technologies or updates by any Authorized User of which Licensee has actual knowledge.

b. Other Restrictions. Licensee agrees to maintain the confidentiality of the All My Papers Technologies and related documentation and to protect as a trade secret any portion of the All My Papers Technologies which has not been publicly disclosed by preventing any unauthorized copying, use, distribution, installation, or transfer of possession of the All My Papers Technologies by either itself or Authorized Users. Licensee's obligations under this Subsection as they relate to the use of the All My Papers Technologies by Authorized Users shall be to advise Authorized Users of the provisions in this Subsection and immediately report to All My Papers and to halt unauthorized copying, use, distribution, installation, or transfer of possession of the All My Papers Technologies by any Authorized User of which Licensee has actual knowledge.

# 16. Taxes

Licensee shall, in addition to other amounts payable under this Agreement, pay all local, state, and federal taxes (but excluding taxes imposed on All My Papers income) levied or imposed by reason of the transactions contemplated in this Agreement; including, without any limitation, sales taxes. Licensee shall promptly pay to All My Papers an amount equal to any such tax(es) actually paid or required to be collected or paid by All My Papers.

# 17. Default and Termination

a. *Procedure.* In the event either party defaults in any obligation in this Agreement, the other party shall give written notice of such default, and, if the party in default has not cured the default within sixty (60) days of the notice, the other party shall have the right to terminate this Agreement.

b. *Effect of Termination.* Upon termination of this Agreement for whatever reason, the license granted under this Agreement to use the Licensed Product is immediately revoked. Within five (5) days after the termination of this Agreement for whatever reason, Licensee shall destroy all copies of the All My

Papers Technologies, updates and user manuals in Licensee's possession, including all copies of All My Papers Technologies updates and user manuals under the supervision and control of the Key Person and Representative Authorized Users. In the alternative, upon request of All My Papers, Licensee shall destroy all such copies of the My Papers Technologies, updates and user manuals and certify in writing to All My Papers that they have been destroyed. TERMINATION SHALL NOT RELIEVE THE LICENSEE AND AUTHORIZED USERS OF THEIR OBLIGATIONS REGARDING THE CONFIDENTIALITY OF THE LICENSED PRODUCT AND UPDATES.

c. *Payments Not Excused.* Without limiting any of the provisions contained in Subsections a and b of this Section, in the event of termination as a result of the Licensee's failure to comply with any of its obligations under this Agreement, Licensee shall continue to be obligated for any payments due as of the date of termination. Termination of the license shall be in addition to and not in lieu of any equitable remedies available to All My Papers.

#### 18. Indemnification.

Licensee shall indemnify, defend, and hold harmless Licensor, its partners, officers, managers, employees, agents, and successors and assigns from and against any and all claims, suits, demands, actions, proceedings, costs, damages, expenses (including, but not limited to, legal fees and out-of-pocket expenses) and losses arising out of or related to the Licensee's breach or alleged breach of any of its obligations under this Agreement or the License. Upon written request from Licensor, the Licensee shall promptly defend or settle such claim, suit, demand, action or proceeding at the Licensee's expense. Nothing herein shall prevent All My Papers from defending or settling, if it so desires in its own discretion, any such claim, suit, demand, action, or proceeding at its own expense and through its own counsel.

Licensor shall indemnify, defend, and hold harmless Licensee, its partners, officers, managers, employees, agents, and successors and assigns from and against any and all claims, suits, demands, actions, proceedings, costs, damages, expenses (including, but not limited to, legal fees and out-of-pocket expenses) and losses arising out of or related to use of the All My Papers Technologies being an infringement of copyright, trademark, or patent of a third party. Upon written

request from Licensee, the Licensor shall promptly defend or settle such claim, suit, demand, action or proceeding at the Licensor's expense. Nothing herein shall prevent Licensee from defending or settling, if it so desires in its own discretion, any such claim, suit, demand, action, or proceeding at its own expense and through its own counsel.

## 19. General

a. *Governing Law.* This License shall be governed and interpreted in accordance with the laws of the State of Texas, USA, without giving effect to choice of law principles.

b. *Entire Agreement.* This License shall not be governed by the United Nations Convention for the International Sales of Goods, the application of which is expressly excluded. This License contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior (and contemporaneous oral) agreements or understandings and may be modified only by a written instrument signed by all parties.

c. *Severability.* If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

d. *Assignment.* Licensee may not assign or sublicense its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part without the prior written consent of All My Papers.

If you have any questions about this License, contact the Contracts Administrator for All My Papers at Phone (408) 366-6400

e. *Force Majeure*. All My Papers shall not be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or All My Papers equipment, loss and

destruction of property or any other circumstances or causes beyond All My Papers's reasonable control.