

# **ALDRICH BONNEFIN & MOORE, PLC**

## **END USER LICENSE AGREEMENT**

Aldrich Bonnefin & Moore, PLC (“Firm”) publishes the Compliance Companion<sup>®</sup> online and grants the subscribing financial institution (“Subscriber”) license for access during the period for which the subscription has been paid subject to the terms and conditions contained in this End User License Agreement (“Agreement”).

**USE OF THE COMPLIANCE COMPANION<sup>®</sup> ONLINE CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF SUBSCRIBER OR AUTHORIZED USERS DO NOT WISH TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE COMPLIANCE COMPANION<sup>®</sup> ONLINE.**

### **I. SUBSCRIPTION PERIOD; LICENSE**

Each subscription is for one (1) year with an option to purchase additional subscriptions. Subscriptions must be renewed before the expiration date to maintain uninterrupted access to the Compliance Companion<sup>®</sup> online. See Section XIII. below for Termination information. The Firm grants to Subscriber five (5) non-transferable, non-exclusive licenses for the term hereof to use the Compliance Companion<sup>®</sup> according to the terms and conditions of this Agreement, including one (1) password for five (5) concurrent Authorized Users. Subscriber will not duplicate or alter the Compliance Companion<sup>®</sup> in any way. Subscriber shall not use or permit use of the Compliance Companion<sup>®</sup> in any manner except as specifically permitted by this Agreement, and shall enforce the terms and conditions in the event of violation by Authorized Users.

### **II. OWNERSHIP**

The contents of the Compliance Companion<sup>®</sup> remain the property of the Firm, subject to the license granted to Subscriber in Section I. In addition, the Firm owns all copyright and other intellectual property rights to the Compliance Companion<sup>®</sup>. Furthermore, the Compliance Companion<sup>®</sup> constitutes the confidential proprietary information of the Firm.

### **III. PAYMENT**

Subscriber agrees to pay the Firm the appropriate annual subscription amount according to the invoice which will be sent separately (“Invoice”) for use of the Compliance Companion<sup>®</sup>. The annual subscription amount may change without notice to Subscriber.

### **IV. UPDATES**

The Firm will update the Compliance Companion<sup>®</sup> from time to time, usually monthly. Subscriber is entitled to the number of updates indicated on the Invoice.

### **V. SERVICE CHANGES; AMENDMENTS**

The Firm may change or discontinue any aspect of the Compliance Companion<sup>®</sup> or amend this Agreement during the subscription period. Substantive changes to the content or features of the Compliance Companion<sup>®</sup>, or any changes to the terms and conditions of this Agreement, will be communicated to the Subscriber 30 days in advance of implementation, unless circumstances dictate a

shorter notice period, via the means set forth in Section XII. below, with the provision for termination by the Subscriber accompanied by a refund of the fees paid for the remainder of the subscription period. In the event of non-response by the end of the notice period, Subscriber use of the Compliance Companion<sup>®</sup> shall be deemed to constitute acceptance by Subscriber of such changes.

## VI. AUTHORIZED USERS

Authorized Users may only be the employees of Subscriber who access the Compliance Companion<sup>®</sup> through workstations physically located on the site authorized by the Subscriber. Sharing this resource with anyone else, including independent contractors or a non-subscribing financial institution or other type of business, is not permitted.

## VII. SUBSCRIBER OBLIGATIONS

Subscriber or designee must inform the Firm promptly of changes in the registration information, including discontinuance of membership, change of mailing address, IP address, telephone numbers, etc., via the means set forth in Section XII. below.

Subscriber may not resell, assign, or transfer a subscription, use of service, or any content. Subscriber agrees to pay all subscription fees. Subscriber will be held responsible for any unauthorized use of Subscriber's account until the Firm is notified.

Subscriber is required to make all reasonable efforts to notify its Authorized Users of the permitted and prohibited uses. Subscriber is responsible for taking reasonable measures to prevent access by unauthorized persons to its user name and password and/or IP address(es), and is responsible for terminating any unauthorized access of which it has actual notice or knowledge. Subscriber will not be held responsible for uses of the Compliance Companion<sup>®</sup> that are contrary to the terms of this Agreement, provided that such uses are without Subscriber's express or implied consent, and provided that Subscriber promptly notifies the Firm of any such use of which it becomes aware and takes all reasonable steps to terminate such activity. Subscriber agrees to cooperate with the Firm in any investigation of unauthorized access or use. The Firm will not bring an action against an Authorized User without first notifying Subscriber.

## VIII. PROPRIETARY RIGHTS/COPYRIGHT; LICENSE OF SERVICE CONTENT

The contents of the Compliance Companion<sup>®</sup> are the proprietary and protected property of the Firm. The entire contents of the Compliance Companion<sup>®</sup> are copyrighted as a collective work under the United States copyright laws. The Firm grants Subscriber a non-exclusive, revocable, non-transferable right and license to access and use the Compliance Companion<sup>®</sup> made available to Subscriber on the Internet via Subscriber's contracted method of access, and to permit Subscriber's Authorized Users to access the Compliance Companion<sup>®</sup>.

Use of the Compliance Companion<sup>®</sup> should be for the purposes of research or study. Authorized Users may download, store on a PC, or print out copies of abstracts from the Compliance Companion<sup>®</sup> for his/her own non-commercial use, including use in the ordinary course of Subscriber's business, provided the Authorized User maintains all copyright and other notices contained in such material.

Subscriber may not (i) create permanent anthologies for redistribution, (ii) sell that material, or (iii) offer that material for sale. Subscribers may not post any downloaded material to any other online service (including any bulletin board or the Internet) without the Firm's express permission. Compliance Companion<sup>®</sup> documents may not be redistributed over any network or posted for general access (*e.g.* on a

bulletin board or the Internet); sold; or offered for sale. Materials from the Compliance Companion<sup>®</sup> may not be recompiled, manipulated, used to prepare derivative works, or published in another format, without the Firm's express written consent.

## IX. SYSTEM SECURITY

The Firm utilizes a password account for Subscriber access to the Compliance Companion<sup>®</sup>. A password account requires users to log on each time they access the Compliance Companion<sup>®</sup>. To receive such access, Subscriber must submit subscription payment. Upon receipt of payment, the Firm will notify Subscriber of its assigned user name and password. Subscribers may change their user name and/or password by contacting the Firm. When an Authorized User leaves Subscriber's employ, Subscriber must notify Firm so that a new password can be issued. The Firm's sole obligation with respect to user names and passwords is to exercise reasonable efforts to maintain the confidentiality of such user names and passwords in the Firm's possession. It is the responsibility of Subscriber to promptly notify Firm in writing of unauthorized use of or lost or stolen user names or passwords. The Firm will issue new user names and passwords upon receipt of Subscriber's notice provided that Subscriber is in compliance with the Terms and Conditions of this Agreement. Subscriber may not publish or disclose user names or passwords unless written permission is obtained from the Firm. User names and passwords are not permitted to be disseminated via an unsecured Web page.

## X. DISCLAIMERS AND LIMITATION OF LIABILITY

The Firm does not make any warranties express (except as expressly provided herein) or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to the Compliance Companion<sup>®</sup>, any information or software published on the Compliance Companion<sup>®</sup>, or any products or services sold through the Compliance Companion<sup>®</sup>. The Firm makes no guarantee or warranty that the results obtained will be successful or will satisfy Subscriber's requirements. The Firm makes no guarantee or warranty with regard to the accuracy or completeness of the data obtained from the Compliance Companion<sup>®</sup>. Subscriber assumes the entire risk of the performance of the Compliance Companion<sup>®</sup>. In no event shall the Firm be liable for direct, indirect, special, incidental or consequential damages arising out of the use or inability to use or access the Compliance Companion<sup>®</sup>.

The Firm intends to take prudent measures to screen files for infection by viruses, worms, Trojan horses, or other code manifesting contaminating or destructive properties before making such files available for downloading. The Firm does not guarantee or warrant that such files will be free of such properties. The Compliance Companion<sup>®</sup> is provided on an "as is, as available" basis. Further, the Firm does not warrant that the functions or services performed by the Compliance Companion<sup>®</sup> will be uninterrupted or error free, but will take reasonable steps to correct defects in the Compliance Companion<sup>®</sup>.

In the event, due to causes within its reasonable control, the Firm is unable to provide Subscriber with access to the system for a period exceeding 24 consecutive hours, and Subscriber timely objects, the Firm agrees to extend the Agreement period for corresponding 24 hour (1 day) increments to a maximum of 5 days at no additional cost to the Subscriber. Any claim against the Firm shall be limited to such credit. In no event will the Firm be liable (i) for any incidental, consequential or indirect damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Compliance Companion<sup>®</sup>, or any information provided on the Compliance Companion<sup>®</sup>, or (ii) for any claim attributable to errors, omissions or other inaccuracies published on the Compliance Companion<sup>®</sup>.

## XI. THIRD PARTY RIGHTS

The provisions regarding Disclaimers and Limitation of Liability are for the benefit of the Firm, its employees, and agents. Each shall have the right to assert and enforce those provisions against Subscriber.

## XII. NOTICES

The Firm may deliver notices regarding the Compliance Companion<sup>®</sup> by electronic mail, on the Internet, or by written communication to the Subscriber. Subscribers may give notice to the Firm only by letter sent by fax to (949) 474-0617 or by paper mail to the Firm, Attention: Compliance Companion, 18500 Von Karman Avenue, Suite 300, Irvine, California 92612.

## XIII. TERMINATION

This Agreement is an annual subscription agreement, effective initially for a 12-month period indicated on the Invoice. It shall automatically renew for additional 12-month periods upon payment of the appropriate annual subscription amount, unless either party gives notice to the other party within 30 days of the end of the subscription period, delivered as described in Section XII. of this Agreement, except that the Firm may terminate this Agreement immediately for violations of this Agreement. The provisions regarding Disclaimers and Third Party Rights shall survive.

## XIV. PROHIBITION OF ASSIGNMENT

This license may not be sub-licensed, assigned or transferred by the Subscriber in any manner whatsoever.

## XV. FORCE MAJEURE

The Firm is not liable for any failure or delay in performance due to any cause beyond its reasonable control, including fire, explosion, accident, war, strikes or governmental actions, delay or failure of suppliers, difficulties with telecommunications networks, civil disturbances and Acts of God.

## XVI. SECURITY AUDIT

Subscriber grants the Firm the right to audit Subscriber's use of the Compliance Companion<sup>®</sup> to ensure compliance with this Agreement including without limitation, the number of sites and/or workstations permitted to access the Compliance Companion<sup>®</sup> and to monitor Authorized User compliance.

## XVII. AGREEMENT

Use of the Compliance Companion<sup>®</sup> by Subscriber constitutes acceptance of all terms set forth in this Agreement. SUBSCRIBER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.