



MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SERVICE AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF CALLAHAN SERVICES.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF CALLAHAN SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

Callahan's direct competitors are prohibited from accessing the Services, except with Callahan's prior written consent.

This Agreement was last updated on May 1, 2020. It is effective between Customer and Callahan as of the date of Customer's accepting this Agreement.

1. CALLAHAN RESPONSIBILITIES

- 1.1. Provision of Purchased Services.** Callahan will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Callahan standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Callahan shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Callahan's reasonable control, (d) provide the Services in accordance with laws and government regulations applicable to Callahan's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
- 1.2. Beta Services.** From time to time, Callahan may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the terms set forth in this Agreement.
- 1.3. Free Trial.** If Customer registers on Callahan's or an Affiliate's website for a free trial, Callahan will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by Callahan in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2. USE OF SERVICES AND CONTENT

- 2.1. Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Callahan regarding future functionality or features.

- 2.2. Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services. (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Callahan promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use Policy, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Callahan Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Callahan's judgment threatens the security, integrity or availability of Callahan's services, may result in Callahan's immediate suspension of the Services, however Callahan will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 2.3. Usage Restrictions.** Customer will not (a) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (b) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (c) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Callahan intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (d) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (e) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (f) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3. FEES AND PAYMENT

- 3.1. Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 3.2. Invoicing and Payment.** Customer will provide Callahan with valid and updated payment information. If Customer provides credit card information to Callahan, Customer authorizes Callahan to charge such credit card for all Purchased Services listed in the Order Form for the subscription term. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Callahan and notifying Callahan of any changes to such information.
- 3.3. Overdue Payments.** If any invoiced amount is not received by Callahan by the due date, then without limiting Callahan's rights or remedies, (a) Callahan may revoke access to Services until payment is received.
- 3.4. Taxes.** Callahan's fees may include required taxes, or similar governmental assessments of any nature, including, for example, value-added, sales, or use taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Callahan has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Callahan will invoice Customer and Customer will pay that amount unless Customer provides Callahan with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. PROPRIETARY RIGHTS AND LICENSES

- 4.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Callahan, its Affiliates, its licensors, and Content Providers reserve all their right, title, and interest in and to the Services and Content,

including all their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

- 4.2. Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms and this Agreement.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Callahan includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing).

5.2. Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.

6. REPRESENTATIONS AND DISCLAIMERS

6.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

6.2. Disclaimers. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Content and beta services are provided “as is,” and as available exclusive of any warranty whatsoever.

7. LIMITATION OF LIABILITY

7.1. Limitation of Liability. In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by customer and its affiliates hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose.

8. TERM

8.1. Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

9. GENERAL PROVISIONS

9.1. Entire Agreement and Order of Precedence. This Agreement and its subsequent addenda are the entire agreement between Callahan and Customer regarding Customer’s use of Services and Content

9.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

9.3. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld).

9.4. Callahan Contracting Entity, Notices, Governing Law, and Venue. The Callahan entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, shall be subject to the governing law of the District of Columbia.

ADDENDUM A
Acceptable Use of Callahan Services

PEER-TO-PEER

- 1. Definition and Scope.** Peer-to-Peer (Service) is the protected name for an internet-based financial benchmark website made available for access via web browser from the creditunions.com or callahan.com websites. Peer-to-Peer is a suite that includes additional internet-based Services frequently known as CUAnalyzer, BranchAnalyzer and MortgageAnalyzer. Using call report data filed for the past several years with the National Credit Union Administration (NCUA), the Federal Deposit Insurance Corporation (FDIC), the Federal Financial Institutions Examination Council (FFIEC), other government agency data, as well as proprietary data compiled by Callahan and Callahan partners, Peer-to-Peer enables users to evaluate the financial performance of any credit union in the United States with that of other institutions defined peer groups, and other analytical metrics. In addition, Peer-to-Peer's comparative data can be visually presented in multiple pre-defined graphs and reports designed exclusively for the program.
- 2. Acceptable Use.** A subscription license entitles the Customer to: (a.) the use of Peer-to-Peer by all staff and current board of directors within the licensing organization. ACCESS IS RESTRICTED TO THE DEVICES OWNED OR CONTROLLED BY THE INVOICED ORGANIZATION (CUSTOMER), THE CUSTOMER'S CURRENTLY EMPLOYED STAFF, AND BOARD OF DIRECTORS; (b.) three hours of Support Services are provided without additional charge each year for Customers with a current subscription in good standing. "Support Services" means any assistance accessing or running the product report or display. Call toll free: 800-446-7453 for Support Service; (c.) use of the Service, its graphs, reports, and content for the internal use of the licensing organization. The licensing organization may use Peer-to-Peer's graphing and report capability, for example, in internal management reports and presentations; (d.) receive automatic Service enhancements during the subscription period. Service enhancements are generally applied automatically as website updates after development enhancements.
- 3. Prohibited Use.** A Callahan subscription prohibits the Customer from: (a.) transferring or renting access or use; (b.) copying, modifying, reverse-engineering, or merging the Service in whole or in part, except as expressly permitted in the Agreement; (c.) using or publishing the Service and/or its data, charts, and/or reports in any publication or communication, or to provide or sell any of the data, charts, and/or reports to others, or transferring the program to any other medium; (d.) redistributing to other organizations without the expressed written authorization by Callahan. If written authorization is provided by Callahan to Customer allowing non-internal organization distribution of Peer-to-Peer generated charts, reports, or data, the Customer will prominently include the following copyright notice directly beneath the data generated from the program: "Callahan & Associates, Inc. - Produced by Peer-to-Peer".
- 4. Intellectual Property Ownership and Copyright.** Peer-to-Peer contains data provided to NCUA by credit unions in their 5300 reports as well as other government-provided data and proprietary data calculated or collected by Callahan. The manner in which Peer-to-Peer compiles and presents the data, and the various charts, reports, and analysis which form the program are unique and were specially designed by Callahan to enable subscribers to compare the performance of credit unions. The program is Copyrighted and may be accessed and used solely by individuals directly employed by the subscribing organization and only in the manner described in this agreement.

POLICY EXCHANGE

- 1. Definition and Scope.** Policy Exchange (Service) is the protected name for an internet-based document collection made available for access via web browser from the creditunions.com or callahan.com websites. Using Callahan client-submitted policy and procedure documentation for the past several years, Policy Exchange enables users to upload their own "best practice" policy and/or procedure documentation and/or download the documentation of their peer Callahan clients. All documentation is ordered by date uploaded descending and is indexed by applicable core function of the client organization. Document types include, but are not limited to, Microsoft Word (.doc), Excel (.xls), PowerPoint (.ppt), Adobe Acrobat (.pdf), Images (.jpg/.png/.tif/.gif) and Rich Text Files (.rtf). Callahan provides a framework for its clients to submit their documentation in an anonymous facility if preferred.

2. **Acceptable Use.** A subscription license entitles the Customer to: (a.) download an unrestricted amount of policy and/or procedure documentation at an unlimited rate of frequency for internal use only; (b.) replicate or modify the subject matter or formatting according to their own specifications.
3. **Prohibited Use.** A Callahan subscription prohibits the Customer from: (a.) transferring or renting access or use; (b.) copying, modifying, reverse-engineering, or merging the Service in whole or in part, except as expressly permitted in the Agreement; (c.) using or publishing the Service and/or its documentation to provide or sell any of the documentation to others, or transferring the program to any other medium; (d.) redistributing to other organizations without the expressed written authorization by Callahan; (e.) seeking damages from Callahan and/or the submitting user's organization as a result of lack of performance by the downloaded documentation.
4. **Intellectual Property Ownership and Copyright.** Policy Exchange exists under a Creative Commons-like agreement among Callahan customers for unrestricted use without attribution. Callahan does not claim ownership of the documentation contained in the Policy Exchange and each document remains the property and copyright of its respective uploading entity. A subscription to Policy Exchange permits the Customer access to the Service and is not a purchase of re-sold goods.
5. **Limitation of Liability.** Documents which bear the name of Callahan & Associates are such to protect the anonymity of their original submitting entity. Callahan does not warrant the performance of documentation in Policy Exchange. Each respective user is responsible for ensuring the quality of the content and formatting of downloaded documentation in view of their own regulatory legal and compliance due diligence.

WEBINARS

1. **Definition and Scope.** Webinars (Service) is the name for an internet-based web seminar collection made available for access via web browser from the creditunions.com or callahan.com websites. Webinars are live and archived web seminars provided for professional development and education of Callahan Customers. This Service is frequently made available for non-Callahan Customers at no charge, especially in circumstances where industry suppliers are responsible for developing and presenting the subject matter.
2. **Acceptable Use.** A subscription license entitles the Customer to: (a.) register its employees and/or board directors for and attend live webinar sessions at the date and time provided in the registration; (b.) download an unrestricted amount of webinar recordings and presentation slides at an unlimited rate of frequency for internal use only.
3. **Prohibited Use.** A Callahan subscription prohibits the Customer from: (a.) transferring or renting access or use; (b.) copying, modifying, reverse-engineering, or merging the Service in whole or in part, except as expressly permitted in the Agreement; (c.) using or publishing the Service and/or its subject matter therein to provide or sell any of the subject matter to others, or transferring the program to any other medium; (d.) redistributing to other organizations without the expressed written authorization by Callahan.
4. **Intellectual Property Ownership and Copyright.** Unless expressly stated in the name of the webinar and/or the recording or title slide of the presentation, webinar sessions are the sole ownership and copyright of Callahan.
5. **Limitation of Liability.** Service is provided in general terms for the development and education of credit union industry professionals. Advice given by an associate of Callahan or its Affiliates during an educational session should not be construed as a prescription of best action in all circumstances. Each Customer is responsible for performing their own due diligence regarding legal and regulatory compliance and business strategy.

ANALYST HOURS

1. **Definition and Scope.** Analyst Hours (Service) is the name of a retained services purchase of a pre-defined length of Callahan analyst project and/or research time. Generally, Analyst Hours are used to conduct specialized training, query and/or report development, or data delivery automation using a Callahan analysis product such as Peer-to-Peer. An Analyst Hours allowance may be included as part of a subscription program "bundle" or may be purchased in allowance blocks during a subscription term.

2. **Acceptable Use.** A purchased allowance entitles the Customer to: (a.) conduct additional training of its staff for the purposes of Callahan analytics software usage; (b.) commission custom development of queries and/or reports which may include charts, graphs, and/or tables using information sourced from Callahan datasets and/or otherwise publicly accessible datasets; (c.) request automation of Callahan reports to be delivered via Electronic Mail or served at regular intervals to a pre-defined secure destination via File Transfer Protocol.
3. **Prohibited Use.** A purchased allowance prohibits the Customer from: (a.) transferring or renting use; (b.) requesting material changes to Callahan software that require all users to be impacted, except in instances where an enhancement is deemed universally beneficial; (c.) commissioning projects where scope involves analysis of un-structured data or Personally-Identifiable Information (PII) on a third party such as a credit union member; (d.) commissioning projects where scope involves the release of proprietary trade secret or intellectual property deemed a competitive risk; (e.) redistributing to other organizations without the expressed written authorization by Callahan.
4. **Intellectual Property Ownership and Copyright.** Final work product developed using Analyst Hours is owned by the Customer. However, work-in-process material developed by Callahan analysts such as query strings and/or report layouts is reserved for use in future work product and for software enhancement.
5. **Limitation of Liability.** Service and resulting work product are rendered in an advisory capacity. Recommendations made by an associate of Callahan during an Analyst Hours session should not be construed as a prescription of best action in all circumstances. Each Customer is responsible for performing their own due diligence regarding legal and regulatory compliance and business strategy.

DOCUMENTATION
Callahan Disclosure Statements

1. **Scope.** As described in the Agreement, Callahan warrants that it has made every reasonable effort to indemnify the Customer from loss or claim resulting from lack of care in business practices. To assist Customers in Enterprise Risk Management (ERM) due diligence and in meeting regulatory compliance demands, the following statements have been provided regarding Callahan's business profile and operations.
2. **Business Structure.** Callahan and Associates, Incorporated is registered as an S-Corporation headquartered at 1001 Connecticut Avenue Northwest #1001, Washington, DC 20036. Articles of Incorporation are filed with the District of Columbia.
6. **Tax and Insurance.** Current copies of Callahan's W-9 tax statement and Certificate of Liability Insurance may be downloaded by visiting <https://callahan.com/disclosures>.
3. **Audited Financial Statements.** Callahan is a 100% employee-owned firm under an Employee Stock Ownership Plan (ESOP), and therefore does not provide audited financial statements from its public accounting firm.
4. **Technology Audit Certifications.** Callahan's internet-based software products and services do not require installation on Customer networks or devices and do not access third party Personally Identifiable Information (PII), such as credit union member data. All Callahan websites that require a username and password authentication are protected using Secure Socket Layer encryption (HTTPS). Therefore, Callahan does not provide technology audit certifications to Customers or third parties.
5. **Privacy Policy.** A current copy of Callahan's Privacy Policy may be downloaded by visiting <https://callahan.com/disclosures>.