MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT

THIS MASTER SOFTWARE SUBSCRIPTION SERVICES AGREEMENT ("Agreement") is entered into by and between Callahan & Associates, Inc., with a place of business at 1001 Connecticut Ave NW, Washington, DC 20036 ("Callahan"), and the Vendor Client executing this Agreement, identified in the Order Form or otherwise using the Services via the Website, portal or other means by which Callahan makes the Services available (the "Vendor Client"). Each of Vendor Client and Callahan, are sometimes referred to herein as a "Party", and together, the "Parties". This Agreement consists of the terms and conditions set forth below and incorporates by reference any ancillary documents (e.g., statements of work, addenda, exhibits) expressly referenced herein. This Agreement shall be effective as of the date of the last signature, or the day the Service is made available to Vendor Client, whichever is sooner ("Effective Date"). If Vendor Client executes or submits electronically an "Order", the execution of the Order shall be deemed the execution of this Agreement. Further, Vendor Client's use of the Service shall be deemed agreement to this Agreement and Vendor Client herby agrees to be bound by the terms of the same.

WHEREAS, Callahan is the owner of various proprietary computer software ("Software") and provider of services related thereto, such as but not limited to analytics content*;*

WHEREAS, Callahan provides professional services, Content (defined below) and subscriptions to subscribers to access and use the Software via the Website(s) (defined below) or download depending on the Software;

WHEREAS, Vendor Client desires to become a subscriber and use the Services (defined below) for Vendor Client's internal business purposes, including specifically use by the Authorized Users (defined below), pursuant to the terms and conditions set forth herein; and

WHEREAS, Callahan is willing to provide access to the Services for Vendor Client's internal business use pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Parties agree as follows:

1. SUBSCRIPTION AND SERVICES

1.1. Definitions. In addition to those terms otherwise defined in this Agreement, the following terms shall have the meanings ascribed to them below.

Authorized Users means Vendor Client's employees, contractors, agents or other parties who are provided access to the Subscription Services by Vendor Client, including those for whom Vendor Client itself provides access or for whom Vendor Client requests access be provided directly from Callahan to the Services.

Beta Services means a product, service or functionality provided or made available to Vendor Client to try at Vendor Client's option, which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation, trial, or by a similar description.

Callahan Information means and includes, but is not limited to, the Software, Services and Content, the terms and conditions of this Agreement, all Order Forms (including pricing), Callahan IP and any and all of its proprietary information, Callahan's financial, professional and/or other business affairs, any and all Callahan due diligence materials provided or made available to Vendor Client, any software, applications, inventions or other technology developed in connection with the Services or in support

thereof, including, but not limited to Vendor Client Feedback, any and all information that is provided to Callahan by Vendor Client or uploaded to any of the Services by or on behalf of Vendor Client, and any and all information belonging to or received by Callahan's affiliates within the foregoing categories.

Callahan IP means all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works (including, but not limited improvements, enhancements modifications, other software, applications, inventions or other technology developed in connection with the Software or Services, individually or jointly with any other party, including Vendor Client), organization, structure, interfaces, documentation, data, trade names, trademarks, other related materials and all intellectual property and proprietary rights in and related to any of the foregoing.

Confidential Information shall have the meaning set forth in Section 5.1.

Content means certain content made available by Callahan or other entities and provided through the Services. Content includes reports made available through the Software.

Disclosing Party shall have the meaning set forth in Section 5.1.

Documentation means any and all applicable Terms of Use, manuals, instructions, specifications and documentation provided by Callahan from time to time related to the Services.

Intrusion means unauthorized access that results in the compromise of the respective Party's information security program which makes possible access to the Disclosing Party's Confidential Information.

Order Form means the form on which a request for Subscription Services is made which describes such Subscription Services requested by Vendor Client, however submitted (email, website, purchase portal, etc.), and accepted by Callahan.

Payment Method shall have the meaning set forth in Section 3.2.

Personal Information shall mean non-public personal data of any consumer and which Vendor Client has an obligation to protect under applicable the Privacy Laws.

Privacy Laws means all applicable laws, rules and regulations related to maintaining and protecting the privacy of consumer information.

Privacy Policy means Callahan's Privacy Policy as adopted and modified by Callahan from time to time which may be downloaded by visiting https://www.callahan.com/supplier-disclosures/.

Receiving Party shall have the meaning set forth in Section 5.1.

Services means the professional services, Content and Software provided to or made available to vendor clients, subscribers and clients through the Websites or other means as modified from time to time.

Services Derivative Data shall have the meaning set forth in Section 5.4.

Subscription Period means the subscription term for the Subscription Services stated in the applicable Order Form or in the applicable online purchasing portal.

Subscription Services means those Services made available to Vendor Client through an online purchasing portal on one of the Websites after the acceptance of Terms of Use (or similar agreement,

if any) or described on an Order Form; whether there is a subscription fee or the Services are provided at no cost, such as the following: free versions of the Software which may have limited functionality, certain Beta Services or a limited time free trial.

Taxes shall have the meaning set forth in Section 3.4.

Terms of Use means any end user agreement, terms of use or similar agreement related to the applicable Services provided to or made available to users via the Websites, a link in an Order Form or the applicable online purchasing portal, as modified from time to time.

Vendor Client Data means non-public data provided by Vendor Client to Callahan to enable the provision of, access to, and use of, the Services, including, but not limited to employee email addresses, Vendor Client but explicitly excludes Callahan Information and Vendor Client Feedback.

Vendor Client Feedback or Feedback means Vendor Client feedback, ideas or suggestions related to the Services and or the Software.

Websites means *callahan.com, *p2psoftware.com, *creditunions.com and/or any website notified to the subscribers and used to access the Services from time to time.

1.2. Right to Use Subscription Services. Subject to Vendor Client's compliance with the terms of this Agreement, including, but not limited to adherence with Section 2, Vendor Client's Responsibilities, Callahan grants to Vendor Client and Vendor Client accepts from Callahan, a limited, non-exclusive, non-transferable subscription with the right to access and use and permit Authorized Users to access and use the Subscription Services solely for Vendor Client's internal business use. Vendor Client shall use the Subscription Services pursuant to and solely in accordance with (i) the terms of this Agreement (including the Addendum A, "Additional Terms for Callahan Services by Product", attached hereto and made a part hereof), (ii) the applicable Order Form(s), and (iii) any and all applicable Documentation. The Subscription Services shall not be used by Vendor Client or by Authorized Users for, or on behalf of, third parties that are not expressly authorized under this Agreement. Further, any and all use by Vendor Client of any output from the Services, including, but not limited to reports, shall include and bear Callahan's unaltered marks, including, but not limited to its logo, copyright protection, and such other marks, legends, identifiers, disclosures or other language identified by Callahan to be included on the Callahan IP ("Callahan Marks"). Vendor Client shall be responsible for and shall use its best efforts to ensure that the Authorized Users use the Subscription Services in accordance with the terms and conditions of this Agreement.

1.3. Website and Subscription Access. Vendor Client acknowledges that its right to use the Subscription Services is only pursuant to the terms of this Agreement and will in most cases be web-based. In the limited circumstances wherein Callahan provides the Software to be installed on the servers or other computer equipment owned or controlled by Vendor Client or otherwise provided to Vendor Client, Vendor Client may install the Software on its network server or other computer owned and controlled by Vendor Client for use by the Authorized Users pursuant to this Agreement. Use of the Subscription Services and access to the Websites by Vendor Client or any Authorized User shall be subject to any Terms of Use and Privacy Policy, as applicable, then in effect.

1.4. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Subscription Services are purchased as subscriptions for the Subscription Period, (b) access to additional functionality or upgrades ("Upgrades") for the existing Subscription Services, and/or subscriptions for additional Services may be added during a Subscription Period, and the cost for the same will be prorated for the portion of that Subscription Period remaining at the time the subscription is added, and (c) any added subscription will terminate on the same date as the underlying

subscription(s). Vendor Client agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Callahan regarding future functionality or features of any of the Subscription Services.

1.5. Beta Services. From time to time, Callahan may make available the Beta Services to Vendor Client for which there may or may not be a charge. Vendor Client may choose to try such Beta Services or not in its sole discretion. Vendor Client's use of Beta Services is subject to the terms set forth in this Agreement, provided however, the Beta Services are provided "as is" without warranty and to be used at Vendor Client's own risk.

1.6. Free Trial. If Vendor Client registers for a free trial, Callahan will make the applicable Subscription Services available to Vendor Client on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Vendor Client registered to use the applicable Subscription Services, or (b) the start date of any Subscription Services ordered by Vendor Client for such Service(s), or (c) termination by Callahan in its sole discretion. Additional trial terms and conditions may appear in the trial registration. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

1.7. Accessibility/Performance. Callahan will use commercially reasonable efforts to make the online Subscription Services available 24 hours a day, 7 days a week during the Subscription Period, except for: (i) scheduled system back-up, other on-going maintenance or other planned downtime (of which Callahan shall provide at least 48 hours advance electronic notice) or (ii) any unavailability caused by circumstances beyond Callahan's reasonable control, including but not limited to internet service provider or communications network failures, denial of service attacks or similar attacks, or any force majeure events as described Section 10.9. As applicable, Callahan will monitor performance indicators for the Software in order to gauge the overall performance and will take reasonable steps to maintain satisfactory performance of the Software. Callahan further reserves the right to monitor and reasonably restrict Vendor Client's ability to use the Subscription Services if Vendor Client is using excessive computing resources which are impacting the performance of the Services for other subscribers. Callahan agrees to notify Vendor Client in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or workaround solution.

1.8. Support Services. As applicable, Callahan will provide standard support services for the Subscription Services at no additional charge, and/or the upgraded support if Client purchases the same, as described in Addendum A hereto or an Order Form. Standard support includes maintaining the Subscription Services and providing patches and fixes to the Subscription Services; provided, however, support services shall not include any major releases of new versions of the Software, additional functionality, or custom programming, which Callahan, in its sole discretion, may provide at an additional cost as otherwise agreed between the Parties. Upgraded support services includes the standard support and the additional support as described in Addendum A hereto or the applicable Order Form for the Subscription Services. Support services are specific to the applicable Subscription Service, may be described on Addendum A and/or in the Order Form and is not applicable to the Subscription Services described on other Order Forms.

2. VENDOR CLIENT RESPONSIBILITIES

2.1. Vendor Client Compliance. Vendor Client will (a) be responsible for Authorized Users' compliance with this Agreement, Documentation, Terms of Use and Order Forms, (b) be responsible for the accuracy, quality and legality of Vendor Client Data, the means by which Vendor Client acquired Vendor Client Data, and Vendor Client's use of Vendor Client Data with the Subscription

Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Callahan promptly (no later than 72 hours) of any such unauthorized access or use, (d) use the Services only in accordance with this Agreement, Documentation, Terms of Use, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any other party for their applications, if any, with which Vendor Client uses Services. Any use of the Services in breach of the foregoing by Vendor Client (including Authorized Users) that in Callahan's judgment threatens the security, integrity or availability of Services, may result in Callahan's immediate suspension of the Services, however Callahan will use commercially reasonable efforts under the circumstances to provide Vendor Client with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.2. Usage Restrictions. Vendor Client will not directly or indirectly itself or allow any Authorized User or third party to (a) download, transmit, sell, resell, license, sublicense, distribute, make available, rent or lease any Subscription Service, or any portion thereof, in any form or media or by any means; (b) include any Subscription Service, or any portion thereof, in a service bureau or outsourcing offering; (c) remove any proprietary notices or labels; (d) use, or allow the use of, the Services or Software for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations; (e) introduce in or to the Software any virus or implement a denial of service attack or introduce or implement any other code or routine which results in disruption or damage to the Software, alter, damage or delete any data, or retrieve or record information about the Software or its uses; (f) act in a fraudulent, tortious, malicious, or negligent manner when using the Subscription Services or Software; (g) use the Subscription Services to transmit any material that encourages conduct that could constitute a criminal offence or give rise to civil liability; (h) attempt to gain unauthorized access to any Service or its related systems or networks; (i) permit direct or indirect access to or use of any Services 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, Terms of Use or the Documentation; (j) duplicate, modify, copy, or create derivative works from or based on a Service or any part, feature, function or user interface thereof; (k) republish, frame or mirror any part of any Subscription Service, other than framing on Vendor Client's own intranets or otherwise for its own internal business purposes as permitted by Callahan in writing; (l) access or use the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes; or (m) disassemble, reverse engineer, or decompile a Service 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 or copyright.

3. FEES AND PAYMENT

3.1. Fees. Vendor Client will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Subscription Services ordered and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant subscription term, and (iv) fees may be adjusted by Callahan effective for a renewal Subscription Period and periodically from time to time.

3.2. Invoicing and Payment. Vendor Client will provide Callahan with updated and valid payment information, such as a credit card, bank account information, or other acceptable method of payment to Callahan, and authorization for automatic bill paying, including taking all necessary steps to authorize automatic payment ("Payment Method") of the fees incurred for the Subscription Services. By agreeing to this Agreement, Vendor Client hereby authorizes Callahan to automatically charge the

Payment Method for all Subscription Services during the term of this Agreement. Vendor Client shall be responsible for any payment reversals and associated fees. Unless otherwise stated in the Order Form, invoiced fees are due within thirty (30) days from the invoice date, provided, however, Vendor Client may within such thirty (30) day period notify Callahan in writing of any good faith dispute it has with any amounts on any invoice. The Parties will work in good faith to resolve such dispute. Vendor Client 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, for any reason, the Payment Method shall be denied, then Callahan reserves the right to charge Vendor Client a return payment fee and a late fee. Further, if any invoiced amount is not received by Callahan by the due date, then without limiting Callahan's rights or remedies, Callahan may (i) revoke access to Services until payment is received, and (ii) charge an interest rate of twenty-five percent (25%) per annum, or the maximum rate permitted by law, whichever is less until the invoiced amount 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"). Vendor Client is responsible for paying all Taxes associated with its purchases from Callahan. If Callahan has the legal obligation to pay or collect Taxes for which Vendor Client is responsible under this Section, Vendor Client will pay that amount unless Vendor Client provides Callahan with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. RESERVATION OF RIGHTS

Vendor Client acknowledges that all right, title, and interest in and to the Callahan IP, is, and at all times shall remain, the sole and exclusive property of Callahan. The Callahan IP contains trade secrets and proprietary information owned by Callahan and is protected by United States copyright laws (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Vendor Client any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Callahan IP or Callahan Marks, and Callahan, its affiliates, and its licensors, as applicable, reserve all their right, title, and interest in and to the Callahan IP and all their related intellectual property rights. Vendor Client shall not imply, represent, insinuate or otherwise lead any other party to believe that any of the Services, Callahan Information, or Callahan IP, or any output therefrom, including, but not limited to reports and statistics, belong to or are owned by Vendor Client.

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, which 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 Vendor Client includes Vendor Client Data but explicitly excludes Callahan Information and Vendor Client Feedback, and subject to Callahan's rights in Section 5.4 below. Confidential Information belonging to Callahan includes Callahan Information. It is Vendor Client's sole responsibility to back-up Vendor Client Data during the Subscription Period, and Vendor Client acknowledges that it will not have access to Vendor Client Data through Callahan or any of the Software or Services following the expiration or termination of this Agreement.

5.2. Protection of Confidential Information. As between the Parties, each Disclosing 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 protect all Confidential Information and shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement except as otherwise authorized by the Disclosing Party in writing.

5.3. Exceptions. The restrictions and obligations of this Section 5 shall not apply to information (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of the Receiving Party; (ii) already known to the Receiving Party prior to disclosure pursuant to this Agreement; or (iii) obtained at any time lawfully from a third-party under circumstances permitting its use or disclosure to others. Further, nothing herein shall restrict a Receiving Party from providing or disclosing information to the extent required by law or court order, provided, the Receiving Party shall, to the extent permitted by applicable law, notify the Disclosing Party of the Confidential Information to be disclosed and at the discretion of the Disclosing Party cooperate with the Disclosing Party at the Disclosing Party's sole expense to seek a protective order from such disclosure.

5.4 Services Derivative Data. Notwithstanding anything to the contrary, Vendor Client hereby consents to and Callahan shall have the right to collect (including through session recordings or usage data) and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Vendor Client Feedback and Vendor Client Data and data derived therefrom), and Callahan will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Callahan offerings, and (ii) use, disclose and compile such data and statistics related thereto solely in aggregate or other de-identified form in connection with its business, including improving the Services. Without further compensation, Vendor Client hereby grants to Callahan a perpetual, irrevocable, sublicensable (through multiple tiers), transferrable, royalty-free right and license to use all such data and information described in this Section 5.4 ("Services Derivative Data") for any purpose, provided, however, the Services Derivative Data shall not without Vendor Client consent, identify the data as Vendor Client's or otherwise include Vendor Client's name. Notwithstanding the foregoing, if ownership of the Services Derivative Data does not result in the ownership of same exclusively held and owned by Callahan under the then-current law and/or by operation of law, then the Vendor Client shall assign and shall cause its respective employees, agents, and subcontractors to assign, without further consideration, the ownership thereof, including all associated intellectual property rights, to Callahan and the Vendor Client further agrees to execute any and all documents necessary to give effect to this provision.

5.5. Security. Each Party shall implement and maintain at all times a written information security program including appropriate policies, procedures, and risk assessments reasonably sufficient to protect the confidentiality of and the Disclosing Party's Confidential Information, and to comply with applicable privacy and data security laws. Each Party shall review their respective written program and measures on a regular basis. Each Party agrees to notify the other as described herein of an Intrusion as soon as is reasonably possible. Such notification will include when the Intrusion occurred, the effect of the Intrusion on the Disclosing Party's Confidential Information, and corrective action taken to respond to the Intrusion.

5.6. No Personal Information. It is not intended that Vendor Client will provide any Personal Information in connection with its use of the Subscription Services. Vendor Client agrees to provide

Vendor Client Data to Callahan only in an anonymized manner without any Personal Information, or any sets or categories of information that used together would enable Callahan to identify or associate any of the Vendor Client Data with a specific consumer. The parties agree that employee email addresses shall be protected as Vendor Client Data.

6. REPRESENTATIONS, LIMITED WARRANTY AND DISCLAIMERS

6.1. Representations and Authority. Each Party represents that it has validly entered into this Agreement and has the legal power to do so. Each signatory for the respective Party represents he or she has the legal power and is duly authorized to execute this Agreement by the Party on behalf of whom he or she is signing.

6.2. Limited Warranty. Callahan warrants that it has the power and authority to grant the subscription for and access to the Services granted to Vendor Client hereunder, Callahan shall provide the Subscription Services in accordance with laws and government regulations applicable to Callahan's provision of Services to its clients generally (i.e., without regard for Vendor Client's particular use of the Subscription Services), and that to the best of Callahan's knowledge, the Software does not infringe upon the intellectual property rights of any third party.

6.3. DISCLAIMERS. EXCEPT FOR THE WARRANTY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED *AS IS,* AND CALLAHAN DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. FURTHER, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. LIMITATION OF REMEDY AND LIABILITY

7.1. Acceptance of Risk. Vendor Client represents that it accepts sole and complete responsibility for: (a) the selection of the Subscription Services to achieve Vendor Client's intended results; (b) use of the Subscription Services; and (c) the results obtained from Services. Callahan does not warrant that the Vendor Client's use of the Subscription Services will be uninterrupted or error-free. Vendor Client shall not assert any claims against Callahan based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and Vendor Client shall indemnify, defend and hold harmless Callahan from any demands, claims, losses, costs, expenses, or damages, including but not limited to reasonable attorneys' fees, directly or indirectly resulting from Vendor Client's or its Authorized User's use of the Subscription Services or in any way related to the Subscription Services.

7.2. Limitation of Liability. Notwithstanding anything set forth herein to the contrary, except in the event of a violation by Vendor Client of Section 2, 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 an amount equal to the total amount actually paid by Vendor Client (and its affiliates as applicable) hereunder for the Services giving rise to the liability in the twelve (12) months immediately preceding the first incident out of which the liability arose.

7.3. NO INDIRECT OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CALLAHAN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CALLAHAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 7 (LIMITATION OF REMEDY AND LIABILITY) ARE AN ESSENTIAL BASIS OF THE BARGAIN DESCRIBED IN THIS AGREEMENT AND THAT, WERE THE OTHER PARTY TO ASSUME ANY FURTHER LIABILITY, THE COMMERCIAL TERMS OF THIS AGREEMENT WOULD BE DIFFERENT. THE LIMITATIONS IN THIS SECTION 7 (LIMITATION OF REMEDY AND LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

8. TERM AND TERMINATION

8.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions and Services being provided by Callahan have expired or have been terminated. Upon termination of this Agreement for any reason, all rights, access and subscriptions granted to Vendor Client shall immediately terminate, and the Vendor Client shall cease using the Services and shall prohibit Authorized Users from using or accessing the Services.

8.2. Survival. The following Sections shall survive the termination or expiration of this Agreement: 2.2, 3, 4, 5, 6, 7, 8.2, 9, 10.6 and 10.7.

9. DEFAULT, CURE AND INJUNCTIVE RELIEF

Vendor Client shall be in default of this Agreement if Vendor Client fails to make any payment when due and fails to cure said default within five (5) days after receipt of written notice thereof from Callahan. Either Party will be in default of this Agreement if the Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching Party. If a Party is in default, the nonbreaching Party may terminate this Agreement or seek any other remedies available at law or in equity, except as otherwise provided in this Agreement. Vendor Client acknowledges that in the event Vendor Client breaches or attempts to breach any of the provisions of this Agreement, Vendor Client acknowledges the inadequacy of any remedy at law, and agrees Callahan shall have the right, in addition to such other remedies that may be available, to specific performance or other injunctive relief enjoining such breach or attempt to breach.

10. GENERAL PROVISIONS

10.1. Entire Agreement and Order of Precedence. This Agreement along with its addenda and attachments (including the Order Forms and Documentation), and the documents expressly referenced herein, are the entire agreement between Callahan and Vendor Client regarding Vendor Client's use of Subscription Services. In the event of a conflict among the various documents, as it relates to the Callahan IP, Callahan Confidential Information, and Vendor Client Data, the document providing the

most protection to the foregoing shall prevail. Otherwise, the Order of precedence shall be the Order Form, Terms of Use, Privacy Policy and then this Agreement.

10.2 Modification of Agreement. Except as otherwise permitted herein, any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be in writing in the form of an amendment. Except for the term and renewal (if any), the referenced Terms of Use, if any, and such terms as expressly stated in an Order Form, an Order Form shall not modify the terms of this Agreement.

10.3. 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.

10.4. Assignment and Subcontractors. 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); provided, however, either Party may assign all or any portion of this Agreement in connection with a merger or the sale of all or substantially all of its assets, or any portion of the Services, and further, Callahan may use subcontractors, consultants and independent contractors to perform or provide the Services to Vendor Client. Subject to the limitations set forth herein, Callahan shall remain liable for the acts and omissions of such parties as if Callahan had performed or failed to perform such Services. To the extent of a merger of Vendor Client with another entity, Callahan shall have the right to adjust the fees, and Callahan and Vendor Client shall cooperate in good faith with one another to mutually agree upon the revised fees within thirty (30) days of the merger. Vendor Client shall have thirty (30) days from Vendor Client's receipt of written notice (email being sufficient) of the revised fee ("Fee Adjustment Notice") to object to the adjusted fee or the fee adjustment shall be made automatically. If the Parties cannot agree upon the fee adjustment, Vendor Client may terminate this Agreement within sixty (60) days of the Fee Adjustment Notice, provided, however, if Vendor Client does not terminate this Agreement, the revised fee shall be implemented.

10.5 Counterparts and Electronic/Digital Signatures (Including Clicks). If wet signatures are collected, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. By clicking the "Agree" "Submit" or a similar button submitting your online purchase or Order Form, you acknowledge that you have read and that you agree to this Agreement. Vendor Client agrees that your click or similar action (such as a check the box) to a subscription of the Services is your digital (electronic) signature and constitutes a legally binding agreement by you. Upon Vendor Client's click or similar action, Callahan shall also be bound by the terms of this Agreement. Electronic signatures, digital signatures and scanned and facsimile copies of wet signatures shall be deemed original signatures.

10.6. Dispute Resolution, Choice of Law and Venue. Except in the event a Party is seeking injunctive relief as provided hereunder, before initiating legal action against the other Party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, each Party may request that the other Party designate an officer or other management employee with authority to bind such Party to meet to resolve the dispute or claim. In addition to or in lieu of the foregoing, as mutually agreed to by the Parties, the Parties may initially submit the dispute to nonbinding mediation to be conducted by a single mediator mutually acceptable to the Parties. If the Parties agree to submit the dispute to mediation, the Parties will share equally the cost of the mediator. If the dispute is not resolved within thirty (30) days of the commencement of

informal efforts (including mediation) under this Section, if a Party desires to seek resolution of the dispute, the Party shall submit the dispute to binding arbitration to be heard before a single arbitrator mutually agreeable to the Parties. If the Parties cannot agree on a single arbitrator, each Party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect. This Section will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a Party from pursuing injunctive or other equitable relief to which it may be entitled. In any action or proceeding to enforce rights under this Agreement, the prevailing Party, as determined by the court or arbitrator, as applicable, will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the District of Columbia without regard to its conflict of law provisions. Any dispute or controversy arising out of this Agreement, whether legal or equitable or of a class nature, without exception, will be brought in the court located in the District of Columbia. Any mediation or arbitration may be held via video conference such as Zoom or Teams.

10.7. Notices. Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement. Either party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 10.7.

10.8. Due Diligence. Upon request, Callahan will make available to Client such due diligence information as mutually agreed to by the Parties and the same shall be subject to Section 5, Confidentiality above.

10.9. Force Majeure. Neither Party shall be responsible for failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, natural disasters, world events, acts of war or terrorism, delay or disruption of shipment or delivery, trespass or interference of third parties, whether physical or electronic, or similar events or circumstances outside its reasonable control, whether or not otherwise enumerated; provided that this provision shall not apply to failure or inability to pay amounts due for Subscription Services.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives on the dates set forth below, effective as of the Effective Date.

Callahan & Associates Inc.	[**Vendor Client Name**]
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Email: _____	**Email:** _____
Date: _____	**Date:** _____

Addendum A
Additional Terms for Callahan Services by Product

This Addendum A, Additional Terms for Callahan Services by Product ("Addendum A"), is attached to and made a part of the Master Software Subscription Services Agreement by and between Callahan and Vendor Client. This Addendum A is a list and description of certain of the Callahan products that may be included in the Services purchased by Vendor Client via an Order Form. Vendor Client shall only have a subscription and access to those Services purchased by Vendor Client.

PEER SUITE

1. Definition and Scope. Peer Suite 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 Suite is a suite that includes additional internet-based Services frequently and historically known as Peer-to-Peer, Peer Classic, CUTarget, BranchAnalyzer or MortgageAnalyzer; and going forward known as Peer+, Peer Premium, Peer Express and Peer Profiles. All references to Peer Suite in this Addendum A include all historical and future analytical tools incorporate into Peer Suite. 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 (whether alone or in collaboration with one or more other third parties), Peer Suite 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 Suite's comparative data can be visually presented in multiple pre-defined graphs and reports designed exclusively for the program.

2. Acceptable Use. A subscription entitles the Vendor Client to: (a) the use of Peer Suite by all current employees within the subscribing organization. ACCESS IS RESTRICTED TO THE DEVICES OWNED OR CONTROLLED BY VENDOR CLIENT; (b) three hours of Services are provided without additional charge each year for clients with a current subscription to Peer Suite and in good standing under the terms of its Agreement. "Support Services" means any assistance accessing or running the product report or display. Call toll free: 800-446-7453 for Support Services; and (c) use of the Service, its graphs, reports, and content for the internal use of the licensing organization. Vendor Client may use Peer Suite's graphing and report capability, for example, in internal management reports and presentations.

3. Prohibited Use. In addition to the restrictions on use in the Agreement, Vendor Client is prohibited 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; or (d) redistributing to other organizations without the expressed written authorization by Callahan. If written authorization is provided by Callahan to Vendor Client allowing non-internal organization distribution of Peer Suite generated charts, reports, or data, Vendor Client will prominently include the following copyright notice directly beneath the data generated from the program: "Callahan & Associates, Inc. - Produced by Peer Suite".

4. Intellectual Property Ownership and Copyright. Peer Suite 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 Suite 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 the Agreement, including this Addendum A.

PEER SUITE REPORT ASSISTANCE

1. Definition and Scope. Peer Suite Report Assistance ("Report Assistance") is the current name of a retained services purchase of a pre-defined length of Callahan analyst project and/or research time. Generally, Report Assistance is used to conduct specialized training, query and/or report development, or data delivery automation using a Callahan analysis product such as Peer Suite. Report Assistance 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. Report Assistance entitles Vendor Client 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 e-mail or provided at regular intervals to a pre-defined secure destination via File Transfer Protocol. Report Assistance is pre-purchased as part of the active subscription and are allocated on a calendar year basis. As applicable, for those on multi-year subscriptions, unused hours cannot be accumulated across years.

3. Intellectual Property Ownership and Copyright. Vendor Client acknowledges all work product developed using Report Assistance is owned by Callahan, shall bear the Callahan Marks and shall not be used or disseminated without the Callahan Marks. Further, work-in-process material developed by Callahan analysts such as query strings and/or report layouts shall belong to Callahan and reserved for use in future work product and for software enhancement or any other manner in Callahan's sole discretion.

4. Limitation of Liability. Service and resulting work product are rendered in a consulting capacity. Recommendations made by an associate of Callahan during a Report Assistance session should not be construed as a prescription of best action in all circumstances. Vendor Client is responsible for performing its own due diligence regarding business strategy and legal and regulatory compliance considerations. Recommendations and other information provided is not legal or compliance advice and shall not be used as such.