

License Agreement

OneClick Financial – Personal Newsletter

This License Agreement (“Agreement”) is made and entered into between [Insert Financial Institution] (“Licensee”) and The SoftAd Group, LLC d/b/a ChannelNet (“ChannelNet”), a limited liability company duly organized and existing under the laws of the State of Delaware. ChannelNet hereby grants Licensee, and Licensee hereby accepts from ChannelNet, a limited, non-exclusive and non-transferable right to use the computer programs described in Section 1 below (the “Product”) for the term of this Agreement, subject to the terms and conditions specified below.

This Agreement defines the software set up and ongoing support services to be provided by ChannelNet to Licensee for the provision and management of a Digital Customer or Member Communication Service (“OneClick Financial”). The software will be used to welcome, onboard, educate and cross sell Licensee customers or members for the duration of this Agreement.

ChannelNet’s eBusiness Support Center (“eBSC”) is responsible for managing all content, including but not limited to photos, logos, and website links, within the OneClick Financial software for the Licensee for a one time set up fee.

ChannelNet will also provide ongoing monthly support services that include secure hosting, technical problem resolution and content management for the Licensee for an ongoing monthly fee.

GENERAL TERMS AND CONDITIONS

1 PRODUCT

"Product" means (i) the web-based access to the software program OneClick Financial™ that ChannelNet, makes available (the "Software"), (ii) the fixes, updates, upgrades or new versions of the Software that ChannelNet may provide to Licensee under this Agreement (the "Enhancements"). Nothing in this Agreement entitles Licensee to receive the source code of the Software in whole or in part.

2 PRODUCT COMPONENTS:

2.1 PRODUCT COMPONENT: EMAIL

Digital Newsletter Email

- Unlimited contacts per month
- Email includes a link and a call-to-action button to encourage the customer or member to view their Digital Newsletter

Email Hero Image

- A Hero image is an image that is prominently placed in the email and can be provided by ChannelNet or Licensee

Body of Email

- Data-integrated default copy will be provided including, but not limited to: Licensee name; name, photo and contact info of corporate designate; and corporate logo to be determined during setup

Email Footer

- Unsubscribe/Opt-Out Link for customer/member (A data feed of opt-outs will be provided to the Licensee)
- Licensee Logo
- Disclaimer language provided by Licensee

2.2 PRODUCT COMPONENT: DIGITAL NEWSLETTER

Personal Newsletter

- Responsive newsletter template

- 2 personalization elements
- Retail or Business version

Digital Newsletter Colors

- Licensee decides on 1 primary and 1 secondary brand color for the site during setup process
- No more than 1 primary and 1 secondary site color can be selected

Feature Component

- Freeform component to feature content at financial institutions discretion
- This component can be used in multiple ways on the personal websites

Unlimited Links

- Links to Licensee's digital assets
 - Social media
 - Blogs
 - Brand websites
 - Educational resources
 - Third-Party websites
 - etc.

Bookmark Page Icon

Social Media Follow Logos with Links

My Bank or Credit Union – Contact Us Information Component

- 1 default Licensee image for “My Bank or Credit Union” component
- Example Headline: “Have questions? We’re here to help!”
- Includes phone numbers, email address, map/directions
- Links provided to the Licensee Brand Website to access more inclusive contact us information

Digital Newsletter Footer

- Social Media Icons with links
- Contact Us link goes to Licensee's “Contact Us Page” on the brand website
- The Licensee will provide a generic document for the Personal Website terms and conditions and privacy statement

Maintenance Page

- Required “Please Stand by Page”
- Branding same as Licensee site

404 & 500 Page

- Required for Broken Link
- Standard web messaging error pages
- Branding same as Licensee site

Monthly Personal Newsletter and Email Analytics Reporting

- A monthly metrics tracking report is prepared that provides data on click-throughs, site page visits, page views, site traffic and time on site
- A PDF Metrics Report is emailed monthly to the Licensee designate determined during setup

Inbound and Outbound Data Extract Files

- Inbound Data Extract processing based on ChannelNet predetermined file formats for customer or member

- One (1) Outbound data extract files will be provided
 - One (1) data extract containing Email Opt-Outs in CSV format
 - Licensee to provide designate that will be receiving data extracts during set up process
- See “**Appendix A-Customer Data File Definitions**” for detailed information regarding the data fields, data definitions and file format structure of the data file

3 FINANCIAL INSTITUTION SETUP SERVICES

3.1 ChannelNet One-Time Setup Obligations

ChannelNet’s eBSC will provide the initial set-up for the Licensee. The eBSC will work via phone and web meeting with the Licensee to complete the enrollment set up by:

- Setting up Licensee in the OneClick Financial system
- Creating the Licensee color scheme
- Setting up content based on the following information:
 - Licensee Branding Colors (2)
 - Licensee Logo
 - Corporate Phone Number and Support Email Address
 - Corporate Address Location
 - Corporate Hours of Operations
 - Social Media Links
- Providing up to 2 hours of initial data feed integration coordination, setup and troubleshooting for the Licensee
 - Establishing the email addresses of key contacts for Data Extract Email Opt-Out
 - Any additional troubleshooting or setup of data feed integration beyond the initial 2-hours provided will be billed as Data Integration Support at the hourly rate stipulated in the Jack Henry & Associates agreement
- Designate email address for recipient of survey results
- Set up and schedule monthly analytics reporting
 - Monthly analytics reports are sent to Licensee designate

3.2 Licensee One-Time Setup Obligations

Licensee will work with ChannelNet’s eBSC to complete the one-time setup by:

- Determining 1 primary site color and 1 secondary site color
- Providing the brand guidelines and current marketing assets
- Providing the following content based on Licensee information:
 - Licensee Branding Colors (2)
 - Licensee Logo
 - Corporate Phone Number and Support Email Address
 - Corporate Address Location
 - Corporate Hours of Operations
 - Social Media Links
- Providing Licensee Privacy Policy and Terms and Conditions documents to eBSC for uploading and inclusion on the personal sites
- Determining Licensee recipient for emailed monthly analytics reporting
- Coordination of setup of Licensee data file imports, exports, and notifications
 - Providing ongoing flat .CSV files of customer or member data (monthly)
 - One (1) files will be initially required
 - The information in the .CSV file will include, customer name, email address
 - Determine the email address/addresses of key contacts for Data Extract Email Opt-Out
 - See “**Appendix A-Customer Data File Definitions**” for detailed information regarding the data fields, data definitions and file format structure of the required data file(s)

4 GENERAL PRODUCT INFORMATION

4.1 ChannelNet General Product Obligations

- The Product is designed for desktop and mobile (smartphone) breakpoints. Tablet devices will use the desktop design with minor adjustments for tablet breakpoints
- OneClick Financial will only be provided in the English language
- Browsers, operating systems and devices are reviewed quarterly by ChannelNet to ensure maximum coverage of the top six browsers/operating system/device combinations. Currently, ChannelNet tests and supports the service performance on the following browsers, operating systems and devices:

Tier 1		
Browser	OS	Device
Chrome	Windows 10	PC
Edge	Windows 10	PC
Firefox	Windows 10	PC
Safari	iOS 13	iPad Pro 12
Safari	iOS 13	iPhone X
Chrome	Android 9	Samsung S10

Tier 2		
Browser	OS	Device
IE 11	Windows 10	PC
Safari	Mojave	Mac Notebook
Chrome	Android 7	Samsung 9
IE 10	Windows 8	PC
Chrome	iOS 13	iPad Pro 12
Chrome	iOS 13	iPhone X

4.2 General Product Management Obligations

ChannelNet will provide the required personnel to support the deployment and ongoing maintenance of the Product, including:

- Initial Product creation and launch
- Generic content will be provided
 - Minor edits accepted
- Generic graphics and images will be provided
 - Substitute graphics and images can be provided
 - Substitute graphics must meet ChannelNet specifications
- Content management services via email and phone by a dedicated help desk
- Inbound secure file transport protocol and storage of member data files
- Outbound secure file transport protocol
- Ongoing secure hosting and production support
- Technical support through a call to ChannelNet's eBSC support desk (Reference Appendix B for more information on technical support)
- 4 Help desk support calls or emails for content changes from Licensee

5 ONGOING SUPPORT SERVICES

5.1 Ongoing Financial Institution Support

ChannelNet's eBSC will provide Level 2/3 escalation support, as defined in the attached Appendix B-OneClick Financial Support Level Definitions Document, and up to 10 hours content support per month to the Financial Institution, assisting with troubleshooting system errors and issues. Level 2/3 support services are available from 8:00 am to 6:00 pm Eastern Time, Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas.

6 SECURE HOSTING SERVICES

- Hardware and software
- Site monitoring - to ensure ongoing site availability and security at 99% availability
- Performance monitoring - periodic monitoring and tuning
- Regular server updates - application of software updates / patches
- Multi-Tenant Hosting Services

ChannelNet will conduct all routine maintenance related to the hardware or software between 2:00 AM and 6:00 AM on Sundays ("Scheduled Maintenance Periods). However, ChannelNet may conduct all maintenance required to correct emergency conditions likely to cause a material problem immediately upon discovery of the problem or condition at any time ("Urgent Maintenance Periods"). ChannelNet may perform maintenance at any other time, but with a minimum of thirty (30) days advance notice of such off-cycle maintenance.

ChannelNet will provide the maintenance and technical support and production hosting environment necessary to provide Licensee, and its customers or members, access to the solution via the internet on a 24-hour, 7-day per week basis. Server Support will be provided 24 hours per day, 365 days per year, except during scheduled maintenance periods. Production Support is available through the eBSC during normal business hours. ChannelNet will provide Licensee at ChannelNet's expense, a telephone number to be monitored 24 hours per day for reporting severity level 1 and 2 issues as set forth in Appendix B. All other Severity Level issues will be reported during normal business hours.

ChannelNet will provide the following security services:

- 24x7x365 Threat Detection and Response
- Security Analytics
- Host Protection
- Network Protection
- Vulnerability Management
- Threat Intelligence
- Distributed Denial of Service ("DDOS") protection

7 USE

The Product shall be used by Licensee: (i) solely for Licensee's internal business purposes; and (ii) only at the Licensee Location(s), subject to the restrictions and conditions set forth herein. The Product shall not be utilized at a location other than a Licensee Location without prior written notice to ChannelNet. Licensee will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Product, except as and to the extent expressly authorized by applicable law.