

FICAST LICENSE AND SERVICE AGREEMENT

IMPORTANT NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. FICAST DATA CORPORATION LICENSES ITS SOFTWARE AND PROVIDES RELATED SERVICES ONLY UPON THE USER'S ACCEPTANCE OF THESE CONTRACT TERMS. BY CLICKING THE “**I ACCEPT**” BUTTON YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “**I DO NOT ACCEPT**” BUTTON. IF YOU DO NOT ACCEPT THE LICENSE TERMS YOU ARE PROHIBITED FROM USING THE SOFTWARE OR SERVICES.

THE USER REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

1. WHAT THIS AGREEMENT COVERS. This Agreement between you and FICast Data Corporation (“FICast”) governs the use of the FICast System, as hereinafter defined. The term "You" or "you" means the company, entity or individual (“Customer”) who is acquiring the license to use the Software and the Services under this Agreement.

2. SERVICES AND SOFTWARE PROVIDED BY FICAST. FICast and SunTrust have entered into an agreement pursuant to which FICast (i) has granted a license to SunTrust and Customer to use the FICast Internet Platform and the FICast Standard Application(s) (collectively “FICast System”) and (ii) has agreed to provide the Asset/Liability Management Services to SunTrust for the benefit of Customer. The Software is licensed by FICast to Customer “AS IS” for use solely in furtherance of the providing of Asset/Liability Management Services by FICast. SunTrust is not responsible for any non-performance of the Software for any reason. FICast provides Customer a license to the FICast System and the right to use certain related intellectual property of FICast by Customer pursuant to the terms and conditions set forth in the Agreement for Asset/Liability Management Advisory Services (“SunTrust-Customer A/L Agreement”) to which the FICast is a third party beneficiary and this Agreement.

3. OWNERSHIP OF FICAST. FICast represents and warrants to Customer that FICast, or its licensors, owns all right, title and interest in and that FICast has the right to license to Customer the FICast Internet Platform and FICast Standard Applications (collectively “FICast System”) and the FICast System Web site (“Site”), including, without limitation, all copyrights, patents, trade secrets and other proprietary rights as well as all subsequent modifications, updates and enhancements to the FICast System and Site made available by FICast to Customer without payment of additional license fee, during the term of the license of the FICast System to Customer. Customer agrees not to alter or delete any copyright notices or trademarks included in the FICast System, Site or reports provided by FICast to Customer which are developed from the data provided by Customer (“FICast Reports.”). FICast reserves complete and sole discretion with respect to the design and operation of the FICast System and Site and its content and modifications thereto.

4. RESTRICTIONS ON USE. Customer shall not permit any third party (other than authorized officers, employees, contractors, and bona fide consultants of Customer who have a need to use the FICast System or Site) access to the FICast System or Site. Customer is granted the limited right to display, view, reproduce and distribute a FICast Report subject to any

restrictions on copying and disclosure, as set forth herein, presented on the Site or the copyright page of the document. All copies shall contain all copyrights notices. Customer acknowledges that it acquires no right or license to use the design or layout of the Site or any other web site owned, operated, licensed, or controlled by FICast. Elements of the FICast System and FICast Reports are protected by trade dress and other laws and that the FICast System and FICast Reports are protected in full by copyright and other laws, and may not be copied or imitated in whole or in part, except that the FICast Reports may be copied for internal use by Customer and for discussion with SunTrust. No logo, graphic, sound, or image of any Site or FICast Report may be copied or retransmitted unless expressly permitted by this Agreement or otherwise permitted in writing by FICast.

5. USER IDS, PASSWORDS, AND SECURITY. (a) Customer access to the FICast System requires a User ID and password (collectively a “User Account”) for each individual Customer user (“User”). Customer will be assigned one or more unique User IDs and passwords. User Accounts may be established only for Customer’s officers, employees, contractors and bona fide consultants. Customer shall advise each User of the terms and conditions governing use of the FICast System, FICast Reports and User Accounts. Each User must complete the registration process by providing SunTrust and FICast with current, complete and accurate information as prompted by the applicable registration form provided by FICast. Each User will also choose a password.

(b) Customer is responsible for maintaining the confidentiality of passwords and IDs of the Customer and each of its Users. Furthermore, Customer is responsible for any and all access to and uses of the Customer’s User Accounts by Customer, its authorized users and those persons provided, directly or indirectly, any User Account by Customer or any User. Customer agrees to notify FICast immediately of any unauthorized access of its accounts or any other breach of security through the use of the Customer Accounts and/or User Accounts. Customer acknowledges and agrees that it will maintain its own security systems and will promptly implement its suppliers’ reasonable recommended and released software versions, as identified by the release, version, revision, patch level or similar term, as a vital part of preventing unauthorized access to FICast System, the Site and Customer’s information. Customer shall solely be liable for losses arising from unauthorized access or use of the Customer Account or the User Account and the information obtained as a result thereof unless the unauthorized access or use was the direct result of the gross negligence or willful misconduct of FICast or its officers, employees or consultants. Customer may incur losses as a result of the unauthorized use of the Customer’s User Account(s), with or without the Customer’s knowledge.

6. NO UNLAWFUL OR PROHIBITED USE. As a condition of use of the FICast System, Customer will, and will cause its Users, not to use or permit the use of the FICast System for any purpose that is unlawful or prohibited by these terms, conditions, and reasonable notices hereafter issued by FICast.

Customer shall not, and it shall cause its Users not to:

- Use the FICast System, Site and Documents in any manner that could intentionally damage, substantially degrade, disable, overburden or impair any FICast server, or the network(s) connected to any FICast server, or interfere with any other party's use of the FICast System; attempt to gain unauthorized access to the FICast System or Site, accounts of others, computer systems or networks connected to any FICast server or to

the FICast System or Site, through hacking, password mining or any other means; obtain or attempt to obtain any materials or information through any means not intentionally made available to it through the FICast System or Site or this Agreement.

- Upload, or otherwise make available, files of FICast that contain images, photographs, logos, graphs or other materials protected by intellectual property laws, including, by way of example and not as a limitation, copyright or rights of privacy, unless Customer owns or controls the rights thereto or has received all necessary consents in writing to do the same.
- Use any material or information, including images or photographs, which are made available through the FICast System in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any third party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the computers or property of FICast.
- Download any file that Customer or User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed by Customer or User.
- Falsify or delete any copyright information, such as the designated author, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

7. CUSTOMER INFORMATION. (a) Customer agrees that FICast may gather information provided in connection with Customer's account and User Accounts, as well as aggregate statistical information regarding use of the Site by Customer and User Accounts. FICast may use such information for general internal business purposes, including FICast System security, and may share the information with auditors, government regulators, SunTrust or its subsidiaries, affiliates and third parties, for the sole purpose of providing the FICast System and Services; provided however, that such other party shall be subject to confidentiality agreement provisions at least as restrictive as the confidentiality provisions of Section 12 hereof.

(b) Customer further agrees that FICast may aggregate Customer data with other FICAST customer data to provide summaries, comparative analyses, or other analyses that FICast may make available from time to time to third parties or as part of the FICast Internet Platform, so long as an individual Customer's data cannot be individually accessed or identified by third parties.

(c) In addition to the restrictions set forth herein, the FICast Privacy Policy, as presented on the Site and as may be modified from time to time, may set forth additional restrictions on FICast's use of such Customer confidential information. The use and disclosure of any confidential information shall also be subject to restrictions on use and disclosure under applicable laws.

8. FICAST INDEMNIFICATION. FICast will indemnify and hold harmless the Customer, including all officers, directors, employees or agents thereof and their successors and assigns (collectively, the "**Customer Indemnified Parties**") against all liabilities, losses, damages, judgments, settlements, reasonable costs and expenses arising from any third party claim, action or proceeding ("**Claims**") brought against the Customer Indemnified Party, that arise from or

relate to the use of the FICast Systems, Site or other intellectual property that FiCast provided to the Customer Indemnified Party. In the event that any such intellectual property furnished, in the opinion of FICast, is likely to or does become the subject of a claim of infringement of a patent, copyright or other intellectual property right of a third party, FICast may, at its option and expense, procure for the Customer Indemnified Party the right to continue using such intellectual property or modify the intellectual property to make it non-infringing or to substitute other intellectual property of similar capability. FICast's obligations under this Section 8 are conditioned on the Customer giving FICast (i) the prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such Claim if requested by FICast; and (iii) reasonable assistance and cooperation in such defense at FICast's request, provided that reasonable out-of-pocket expenses incurred by the Customer Indemnified Party shall be reimbursed by FICast. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF FICAST TO CUSTOMER WITH RESPECT TO ANY CLAIM THAT ARISES FROM OR RELATES TO THE USE OF THE FICAST SYSTEM, SITE OR OTHER INTELLECTUAL PROPERTY PROVIDED BY FICAST TO ANY CUSTOMER INDEMNIFIED PARTY.

9. CUSTOMER INDEMNIFICATION. Customer agrees to indemnify, defend and hold FICast and its suppliers, and their officers, directors and agents (collectively, the "**FICast Indemnified Parties**") harmless from all liability and costs incurred by the FICast Indemnified Parties in connection with any claim arising out of any breach of this Agreement by Customer or any User, including without limitation, reasonable attorney's fees. Customer shall cooperate as reasonably requested by FICast in the defense of any such claim. FICast reserves the right to assume the exclusive defense and control of any claim subject to indemnification by Customer pursuant to this Section 9.

10. WARRANTY. FICast warrants to Customer that the FICast System and Site shall perform substantially in accordance with the written specifications as published by FICast from time to time. FICast warrants to Customer that the professional services to be performed by FICast for the benefit of Customer pursuant to its agreement with SunTrust ("FICast Agreement") will be performed by FICast in a workmanlike manner consistent with industry standards for comparable services. Customer acknowledges that errors may exist in the FICast System Site or FICast Reports and sole and exclusive remedy of the Customer in the event of a breach of warranty is for FICast to correct the breach within a reasonable period of time, considering the nature of the breach, after receiving written notice from Customer thereof. All FICast Reports are subject to final review and acceptance by Customer.

FICast will comply, in all material respects and at its own expense, with the provisions of all federal, state and local laws and rules and regulations issued thereunder, applicable to FICast or to the Services to be provided by FICast for the benefit of Customer under the FICast Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES, DELIVERABLES, THE FICAST SYSTEM, SITE AND DOCUMENTS (INCLUDING ALL FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED BY FICAST TO CUSTOMER "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FICAST MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO CUSTOMER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING

WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, AVAILABILITY, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY.

(A) EXCEPT AS PROVIDED IN FICAST INDEMNIFICATION, SECTION 8, AND CUSTOMER INDEMNIFICATION, SECTION 9, A PARTY HERETO WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS DUE TO BUSINESS INTERRUPTION OR LOSS OF USE, GOODWILL, DATA, PROFIT, REVENUE OR BUSINESS, ARISING OUT OF A BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT OR THE PROVIDING OF SERVICES HEREUNDER, OR THE LICENSE OF OR USE OF THE FICAST SYSTEM OR SITE OR DOCUMENTS (HOWEVER ARISING), EVEN IF THE PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

(B) FICAST DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE FLOW OF DATA TO OR FROM SUNTRUST OR CUSTOMER ONCE THE DATA EXITS THE FICAST SYSTEM AS SUCH FLOW DEPENDS PRIMARILY ON THE PERFORMANCE OF THIRD PARTY CARRIERS AND SERVICE PROVIDERS, OVER WHICH FICAST HAS NO CONTROL.

(C) EXCEPT AS PROVIDED IN SECTION 8 AND SECTION 9, NO ACTION ARISING OUT OF A CLAIMED BREACH OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREUNDER MAY BE BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FIRST ACCRUED.

12. CONFIDENTIALITY. Each party (“Receiving Party”) acknowledges that it shall have access to confidential information of the other party (“Disclosing Party”), including, without limitation, ideas, trade secrets, procedures, methods, systems, concepts, program code, user interfaces, displays, file layouts, algorithms, inventions, know-how, confidential information relating to suppliers and customer identities and lists, business and marketing plans, user training and operational and all similar information of the party, whether disclosed orally or in writing or on any other media (“**Confidential Information**”). The Receiving Party acknowledges that the Confidential Information of the Disclosing Party contains valuable trade secrets and other proprietary property or non-public information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for purposes directly related to the purpose for which it was provided and will further restrict disclosure of Confidential Information solely to its officers, employees and consultants with a need to know and who have agreed to be bound by the terms of this Section 12. The Receiving Party will not disclose such Confidential Information to any other parties, and will otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential information of like importance which measures shall in no event be less than what a prudent business persons would employ to safeguard its Confidential Information of like importance from unauthorized use or disclosure. Information will not be deemed “Confidential Information” if such information: (i) was in the public domain at the time it was communicated

to the Receiving Party; (ii) became generally available to the public other than as result of a disclosure by the Receiving Party; (iii) is communicated to the Receiving Party free of any obligation of confidence from a third party; (iv) is independently developed or acquired by the Receiving Party without violation of this Agreement or (v) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party shall not be in violation of this Section 12 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such disclosure requirement in order to permit the Disclosing Party an opportunity to obtain an order restraining or restricting the disclosure of such Confidential Information. The limitation on the disclosure or use of trade secrets, under applicable law continues until such trade secret ceases to be a trade secret and, with respect to all other Confidential Information, continues for the term of the providing of services by FICast for the benefit of Customer under the FICast Agreement and for three years thereafter.

13. MISCELLANEOUS. (a) The laws of the State of Georgia, excluding its conflict of laws, shall govern as to the interpretation, validity and effect of this Agreement.