

Financial Software Systems, Inc. Software Lease Agreement

This agreement is made by and between Financial Software Systems, Inc. (FSS), and the CLIENT as signed below.

WHEREAS, Lessee wishes to lease software identified as 'Loan Professional', including the 'ACH Module', 'Credit Data Processing Module', 'Credit Reports Module', 'Offsite Backup Module', 'Texting Module', and 'Web Inquiry Module' ('Leased Software'), and Lessor desires to lease this software to Lessee.

NOW THEREFORE, the parties hereto agree as follows:

1. Grant of License

Subject to the terms and conditions of this Agreement, Lessor grants to Lessee a license to use the Leased Software, to be used at the following location under the following Business;

Business Name: **Union Finance**
Location: **400 S. Stanton, El Paso, TX 79901**

Lessee may not use the Leased Software at any other location unless there is a separately executed Software License Transfer Agreement for such other location. The Lessee shall not transfer the Leased Software, copy it, sublicense it, or in any other way provide the Leased Software to any third party, in whole or in part, in any form whatsoever.

2. Module Activation

Lessor recognizes that Lessee may not wish to utilize all Modules available with Leased Software. Therefore, the ACH, Credit Data Processing, Credit Report, Offsite Backup, Text Messaging, and Web Inquiry Modules will each be made available (Activated) upon request from the Lessee. Each Module requires an additional signed agreement defining terms and conditions for use of that Module, which must be completed prior to activation.

3. Consideration to Lessor

Lessee shall pay, the Monthly Lease Price as stated hereunder, plus tax, per month for the term of the Lease.

4. Ownership

No part of any payment made by the Lessee to the Lessor under this Agreement shall be deemed to acquire or purchase for Lessee any title, interest or ownership, legal or equitable in the Leased Software other than to use it as specified herein.

Lessor agrees that all data entered into, processed by, and reports generated by the Leased Software are the property of Lessee, and Lessor shall have no rights to reproduce, examine or remove from Lessee's premises any form of such data without Lessee's express consent.

5. Proprietary Rights

Lessee recognizes that Lessor owns the copyright to the Leased Software and regards the Leased Software as its proprietary information and as confidential trade secrets of great value. Lessee agrees not to provide or to otherwise make available in any form the Leased Software, or any portion thereof, to any person or entity that provides competing services with the Lessor. Lessee further agrees to treat the Leased Software with at least the same degree of care with which Lessee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Leased Software.

Initial 

6. Leased Software Maintenance

Pursuant to the terms and conditions of this Software Lease Agreement, the Lessee is entitled to the following Software Maintenance:

- a) Fixes to errors found in the Leased Software;
- b) Updated versions of the Leased Software;
- c) Enhancements to the Leased Software required for regulatory compliance as expressly requested by the Lessee (Lessor is not and the Lessee acknowledges that, the Lessor is not responsible for researching law and modifying the Leased Software to satisfy any legal or regulatory changes).
- d) Technical support on the operation of the Leased Software during normal business hours

Leased Software Maintenance does not include the following:

1. Hardware of any kind.
2. Software support of Third Party Software.
3. Technical Support for the installation of new and/or additional hardware or software.

In the event that any technical support is given for any item not covered by this agreement, an hourly charge may be billed to the Lessee for that support.

7. Term

The lease of Leased Software granted hereunder shall continue for the term of one year (12 consecutive monthly payments), beginning on the First Due Date as stated hereunder, unless terminated pursuant to Section 10, or unless License is transmitted pursuant to Section 9, and subject to Lessee's proper performance of its obligations hereunder.

8. Late Payment and NSF Fee

If payment is not received within 10 days of the payment due date, the Lessor may charge the Lessee a minimum 10% late fee on the past due payment. Balances that remain unpaid for more than thirty (30) days are subject to 18% APR.

9. License Transmission

The License of the Leased Software granted under this Agreement may be transmitted from the Lessee to another person or entity only if such person or entity signs a 'Software Lease Agreement' with Lessor. In the event of a License Transmission, previous Lessee shall discontinue use of Leased Software immediately, and shall not be obligated to pay to the Lessor the remainder of the monthly payments in the Term. A License Transmission may not be executed if the Lessee is in Default, or in any way in violation of this agreement.

10. Termination

Lessor may terminate this agreement if Lessee is in default, or if the Lessee in any way violates the terms and conditions of this Agreement. Lessor agrees to provide written notice of Termination to Lessee, and Lessee agrees to discontinue use of the Leased software, or to remedy the default or other violation within thirty (30) days from the date the written notice of Termination is served (Termination Date).

Termination shall not waive any payment owed by the Lessee to the Lessor under the terms of this agreement. In the event of Termination, Lessee agrees to pay to Lessor within thirty (30) days of the Termination Date, the remainder of all unpaid monthly payments included in the Term of this agreement as well as any other unpaid balances owed to the Lessor.

Initial 

11. Copyright

Lessee agrees to protect the Leased Software from any copyright infringements. Any modification to the Leased Software by the Lessee or any agency other than the Lessor is prohibited.

12. Severability

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if such provision were not a part.

13. Warranty Disclaimer

In no event shall the Lessor be liable for any damages whatsoever (including, without limitation, incorrect calculations, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising from the use of or inability to use the Leased Software, even if Lessor has been advised of the possibility of such damages.

14. Governing Law/Forum

This Agreement shall be governed and interpreted by the laws of the State of Oklahoma. Both Parties expressly agree and consent that the Cleveland County District Court, located in Norman, Oklahoma shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder.

Monthly Lease Price: \$250.00


Oklahoma Tax: \$21.25

Total Monthly Charge: \$271.25

First Due Date: March 1st, 2019

Esther Kaplan

Lessee Name

DocuSigned by:


Lessee's Signature

3/8/2019

Date

Agent for FSS

FSS Agent's Signature

Date