1. **JOSHUA TRUST IMAGING THIRD-PARTY TERMS**.

1.1 Joshua Trust Imaging ("**Joshua Software**") is provided by Trust Imaging Systems, Inc. ("**TIS**"). The Joshua Software may only be used in connection with the FIS Solution with which it was provided.

1.2 CONSTRUCTION; DEFINITIONS.

"**Error**" shall mean a failure of the Joshua Software to materially conform to the Joshua Specifications, which failure can be replicated.

"**Improvements**" means: (a) any updates, upgrades, improvements, fixes, new versions and releases, enhancements, derivative works, translations, adaptations, or replacements of the Joshua Software that are developed, licensed, or otherwise acquired by either party after the Effective Date; and (b) any other inventions, ideas, code, documentation, and other information relating to the Joshua Software that may be developed in the course of either party's performance in connection with this Article.

"**Maintenance**" shall mean (i) maintaining the Joshua Software in an operable condition according to the applicable Specifications; (ii) making available to Client the Maintenance Releases to the Joshua Software that are released or made commercially available; (iii) consulting with and using commercially reasonable efforts to correct Errors in the Joshua Software which are known by or come to the attention of FIS or its licensor(s); and (iv) providing new releases of the Joshua Software as may be issued by FIS or its licensor(s) from time to time for use by licensees of such Joshua Software generally, but not including Upgrades. Maintenance does not include any modification of the Joshua Software to add screens or reports or to accommodate a change in computer environment or the interface with other software of Client, or maintaining or removing attachments or other devices, or other software (including interfaces thereto), or other modifications requested by Client and not then part of such Joshua Software as generally offered by FIS or its licensor(s).

"**Maintenance Release**" shall mean a set of procedures or new program code, modifications, or enhancements implemented by FIS or its licensor(s) (i) to correct Errors in the Joshua Software, or (ii) to allow the Joshua Software to continue to function under future current versions of the applicable operating system. A Maintenance Release also includes new program code, modifications, or enhancements implemented by FIS to improve functioning of the Joshua Software, but only to the extent that the same are provided by FIS to its licensees then under Maintenance without additional charge.

"**Joshua Software**" means the object code, and not source code, version(s) of the Joshua software application owned and/or licensed by TIS.

"**Joshua Specifications**" means the functional specifications of the Joshua Software set forth in the applicable documentation.

"**Updates**" means all bug fixes, workarounds, updates, new releases, and new versions of the Joshua Software that are made available by FIS or its licensor(s) to Client, whether or not additional fees are charged in respect of such bug fixes, work-arounds, updates, new releases, or new versions. The terms of this Article as they relate to the Joshua Software, shall extend to any Updates provided by FIS or its licensor(s) hereunder.

"**Upgrade**" shall mean a new version or release of the Joshua Software, other than a Maintenance Release, that improves the functionality, or which adds functional capabilities to the Joshua Software and for which FIS or its licensor(s) charges additional license fees.

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