



1. RMA DATA THIRD PARTY TERMS

1.1 Client shall pay to FIS the annual RMA fee as set forth on the Pricing Attachment, payable from the Order Effective Date, billed annually in advance. On an annual basis, FIS may increase the annual RMA fee by the Maximum Price Change. The RMA fee set forth on the Pricing Attachment is based on Client's commercial loan assets of no more than the amount set forth on the Pricing Attachment. Any increase in Client's commercial loan assets may result in an increase in the annual RMA fee payable under this Order.

1.2 The RMA Data is benchmark data provided and copyrighted by The Risk Management Association ("**RMA**"). Client shall not incorporate the RMA Data (or portions thereof) into valuation reports, business plans, comparative reports, consultative engagement documents or similar publications for the benefit of Client's customers without first executing a License to Incorporate Data Agreement directly with RMA.

1.3 Client acknowledges that (i) the RMA Data provided hereunder was compiled from a sample not necessarily statistically representative and that Client's reliance on the RMA Data should be limited accordingly; and (ii) the RMA Data has been obtained from or is based upon sources believed to be reliable, however, is provided without warranty of any kind on the understanding that any person or entity that acts upon it or otherwise changes position in reliance thereon does so entirely at such person's or entity's risk.