



## Master Software License Maintenance and Services Agreement

Date: February 25, 2012

**JHA Office Address:**

Jack Henry & Associates, Inc.  
663 Highway 60 • P.O. Box 807  
Monett, MO 65708

**Name and Address of Customer:**

The American National Bank of Texas  
200 N Catherine St  
Terrell, TX 75160  
214.863.6699

This Master Software License, Maintenance and Services Agreement ("Agreement") is entered into on the date first shown above between Jack Henry & Associates, Inc. ("JHA"), a Delaware corporation with its primary offices located at 663 West Highway 60, Monett, Missouri 65708 and The American National Bank of Texas ("Customer").

JHA is in the business of providing software, maintenance support and related services. This Agreement establishes the master terms and conditions that will apply to the initial transaction and all subsequent transactions which JHA and Customer enter into pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and effective as of the date first above written.

**JHA:**

Jack Henry & Associates, Inc.

By: 

Printed Name: Tony L. Wormington

Title: President

Date: February 28, 2013

ABA# 111901519

Greg Lensing 582500/PB/CF/DJC/lma  
022013 JD fn

**Customer:**

The American National Bank of Texas

By: 

Printed Name: ROBERT A. HULSE

Title: PRES/CEO

Date: 2/27/13



# **Standard Terms and Conditions**

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

**GEN10.1** JHA shall defend, indemnify and hold harmless Customer and Customer Affiliates, their respective directors, officers, Personnel, successors and assigns against and from, any and all Losses arising out of, in connection with, resulting from or based on allegations of, any of the following: (i) a breach or alleged breach of JHA's obligations under this Agreement or; (ii) negligent, willful or reckless acts or omissions, dishonesty or fraud of or by JHA or JHA Personnel; and (iii) any and all third party claims that the Software or Services provided hereunder infringe any valid United States copyright, patent, trademark, trade secret or other proprietary right of any entity or individual. JHA shall do so whether or not such claim is made in good faith or was known to Customer at the time that Customer executed the Schedule or became known to Customer thereafter. JHA shall not be liable for any infringement claim which arises out of: a) any combination with the JHA Software or Services with any other non-JHA software or services; or b) any modification of the Software by Customer or any third party; or c) any corrective Software which is delivered by JHA to Customer but is not installed or implemented by Customer; or d) use of the Software or Services not in compliance with its documentation.

REDACTED

**GEN10 INDEMNIFICATION**

REDACTED



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED



REDACTED

REDACTED

# Exhibit of Covered Non-Affiliate Institutions

**Institutions covered by License Maintenance and Services Agreement**  
For: The American National Bank of Texas, 200 N Catherine St, Terrell, TX 75160 (CUSTOMER)

Financial Institutions and Locations:

Name	Address	City	State	Zip	Billing Address	Contact Name
The American National Bank of Texas	200 N Catherine St	Terrell	TX	75160-2604		

**Authorized Personnel:**  
The following employees/officers of Customer are authorized by Customer to contact and work with JHA on support, maintenance, customization or modifications of JHA Software. This list may, from time to time, be changed by Customer upon written notice to JHA.

Name:	Position
	Chairman of the Board
	Chief Executive Officer
	President