

PRODUCT SPECIFIC LICENSE TERMS

Financial Fusion® Bill Payment and Transfer Warehouse 7.x (“Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAM FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program may contain or be provided with component software products from both Financial Fusion and third parties. Except as set forth below, use of all components is limited to use in the same manner and capacity for which the Program as a whole is licensed.

I. Free Download Components. The Program may include certain third party open source and other free download components (“Free Download Components”). You may have additional rights in the Free Download Components that are provided by the third party licensors of those components. The Free Download Components and any such third party licenses and third party-required notices for the Program are identified at <http://www.sybase.com/thirdpartylegal>. Any obligations undertaken by Financial Fusion in the Agreement relating to the Free Download Components as part of the Program are provided by Financial Fusion alone, and not by the third party licensors of the Free Download Components. **A. FURTHER DISCLAIMER OF WARRANTIES AND LIABILITIES.** The Free Download Components are provided “AS IS” by the third party licensors, who disclaim all liabilities, damages (even if they have been advised of the possibility of such damages), warranties, indemnities and other obligations of any kind, express or implied, with regard to the Free Download Components. Nothing in the foregoing affects any performance warranty provided by Financial Fusion with regard to the Program as a whole. **B. DISCLAIMER OF INDEMNITIES.** The Free Download Components are excluded from any indemnity provided by Financial Fusion in the Agreement. **C. Software Subject to the Lesser General Public License (“LGPL”).** Certain of the Free Download Components are licensed under the Lesser General Public License (“LGPL”) (“LGPL Components”). In the event that you exercise any right granted to you under the LGPL to modify software subject to it, and relink and run that modified software with the Program, then notwithstanding anything to the contrary in the Agreement, Financial Fusion shall have no warranty or support obligations of any kind with regard to the integration of the LGPL components, once modified by you, with the Program.

II. Product Specific License Terms.

1. **Extensions.** Customer may develop derivative works by extending certain Program objects for its own internal use and for access by individual or entity customers of Customer that are enrolled or otherwise authorized to access any transactional component of the Customer’s web site that utilizes a Program (“End Users”) in conjunction with and subject to the terms of the access to the Program permitted under this Addendum. Extensions are built using the object code version of the Program licensed hereunder. Customer shall have no rights or license to source code for this purpose. Customer shall own all intellectual property rights in and to Extensions created by Customer subject to Financial Fusion’s rights in and to the Programs (including Program objects).

2. **Compliance with Banking Laws.** Customer shall be solely responsible for its compliance with applicable federal and state banking, thrift, electronic fund transfer, and securities laws and regulations in conjunction with its use of the Program, including but not limited to interstate banking regulations, and all rules, regulations and orders of any bank or thrift regulatory authority or body or any court (collectively, “Banking Laws”), and Financial Fusion shall have no responsibility or obligation with regard to Banking Laws.

3. **Support.** (a) **End User Support.** The responsibility for providing general customer service and technical support to End Users shall be the responsibility of Customer. (b) **Custom Code Support.** Financial Fusion will maintain and support any custom code including Financial Fusion created Extensions, custom connections to Customer’s systems or third party processors and the Customer’s web site including files containing HTML and other Web protocols and programming code and graphics on a time and materials basis or if applicable, at the rates provided specifically for custom code support in an Order, Exhibit A or Price Quotation.

4. **Internet Disclaimer.** Any Program used or designed to operate on or with the Internet are subject to failures and errors caused by the operation or failure of, or defects in, the Internet. Any data transmitted over the Internet, even when transmitted with security protections, is subject to possible access, modification, diversion, corruption and disclosure by unintended parties. In no event shall Financial Fusion be liable for or as a result of any such failures, errors, access, modifications, diversions or disclosures.

5. Indemnification of Financial Fusion. In addition to the indemnification obligations set forth in the Agreement, Customer agrees to indemnify Financial Fusion and to hold them harmless from and against all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against Financial Fusion directly or indirectly arising from or in connection with: (a) any breach by Customer of the provisions of this Addendum, (b) any breach by any End User of any provision of its agreement with Customer relating to the Program, (c) the provision or failure to provide any services, support or assistance by Customer to End User(s), (d) any express or implied warranties made by Customer to End User(s) with regard to the Program, and (e) any claim by an End User' or other third party with respect to Customer's products or services or other non-Financial Fusion products provided, recommended or introduced by Customer, and (e) any claim that due to the inclusion of the Customer property provided by or at the direction of Customer infringes a U.S. patent, copyright or other intellectual property right of a third party.

III. Sample Code. You may use and modify the source code version of those portions of the Program that are provided as sample code (if any) for your internal use only.