

PRODUCT SPECIFIC LICENSE TERMS

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

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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.