

PRODUCT SPECIFIC LICENSE TERMS

Financial Fusion® Security Solutions (“Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE LICENSE AGREEMENT ACCOMPANYING THIS PROGRAM, 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 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.

Product Specific License Terms.

1. Reporting:

- a. **Monthly Activity Report.** Customer will submit to Sybase a report no later than five (5) days following the last day of each calendar month containing the following information: Customer name, Customer address, contact name, contact phone number, date of distribution of Program and number of assigned PassMarks (authentication notice stored for any user during all or any part of a month). This provision is a material obligation, and breach will be grounds for termination of use of the Program.
- b. **Daily Logs.** Customer shall provide to RSA Security, Inc. (“RSA”) daily scrubbed data activity logs and truth data logs, as created and submitted by the Program, containing only non-personally-identifiable data, which RSA will review solely to provide improved forensic analysis for the Program.

2. With respect to the Program:

- a. Customer shall not reverse engineer, decompile or disassemble the object code of the Program or otherwise try to determine the source code.
- b. RSA makes no representations or warranties to Customer.
- c. Customer has no right, title, or interest, in any portion of the Program, except for its license from Sybase.
- d. Customer’s hardware, software and Internet connections needed to load and use the Program shall all comply with the Program technical manuals relating to the end use of the Program; PassMark shall have no responsibility for the performance and adequacy of Customer’s computer systems and networks.
- e. Customer shall upgrade the Program no less frequently than annually, provided that RSA releases an upgrade at least as often as annually (if RSA upgrades the Program less frequently than annually, Customers must upgrade within one year after each upgrade release).
- f. The authenticating image generated by the Program shall be referred to in all materials used by Customer as a “PassMarkTM”. Whenever an authenticating PassMark image is shown, that web page, email or other communication will be accompanied by the language “Protected by the PassMark Authentication System”.
- g. Customer agrees to protect RSA Confidential Information (including without limitation its software) as set out in the confidentiality section of the Agreement.
- h. Customer shall not sublicense, sell, rent, lease, lend, transfer, convey, assign, or otherwise dispose of any portion of the Program or use for the benefit of or to provide services for any third party.
- i. Sybase grants to Customer a limited, nontransferable, nonexclusive sublicense to use the Program subject to the terms and conditions of the Agreement granting such sublicense, which term of such sublicense shall be subject to the continuation of the agreement between RSA and Sybase.
- j. Customer shall not transmit, send, or otherwise provide, directly or indirectly, to RSA any data that is considered personally identifiable under the laws of the jurisdictions applicable to Customer’s installation and use of the Program and Customer’s operations; and shall indemnify PassMark indefinitely for all third party claims arising as a result of Customer’s breach of this obligation. This indemnity shall not be subject to any limitation set forth in the Agreement.

3. With respect to the database service from Quova, Inc. included in the Program that provides the geographic information and other data associated with specific Internet protocol addresses (“Geo Service”):

- a. Customer may use the Geo Service only for internal business purposes; its use is non-transferable, and non-exclusive. Data derived from the Geo Service (“Information”) must be compiled and handled in such a

way as to ensure that the geographic information and any other Information relating to the specific Internet protocol address or network cannot be determined, obtained or derived therefrom.

- b. Customer may use the Geo Service solely to:
 - (i) Install, access and use the Geo Service in accordance with any documentation provided for the purpose of accessing the Geo Service and determining the Information;
 - (ii) Use the Information internally for network management purposes;
 - (iii) Use the Information to obtain market services, tools and reports based on the Information and use the services, tools and reports for decision-making, analysis and similar purposes in connection with the Customer's services.
- c. Customer may not use the Geo Service and the Information in any other way, including the following:
 - (i) Modify, adapt, translate, or transform, of the Geo Service or any Information;
 - (ii) Publicly perform or display, digitally perform or display, upload or post the Geo Service or the Information in any way or transmit, broadcast or otherwise transfer the Geo Service or the Information to any other party except as required for Customer's channel partners to support deployments to Customers;
 - (iii) Rent, sell, lease, or loan the Geo Service or the Information to, or allow access by, any third party for any purpose other than to provide the Program to multiple institutions, or use the Geo Service or the Information for any service bureau use other than to provide the Program in an ASP offering;
 - (iv) Use the Geo Service or the Information to compete with Quova, Inc.;
 - (v) Archive, cache or systematically download the Information or any components or portions thereof, or store or accumulate the Information in any manner, temporarily or otherwise, including as part of any cookie or other data segment or profile associated with an individual user, except as necessary to utilize the Geo Service or Information within the Program.
- d. Customer disclaims, to the extent permitted by applicable law, Quova, Inc.'s liability for any damages, whether direct, indirect, incidental or consequential resulting from Customer's use of the Geo Service.

4. Customer agrees to indemnify Sun Microsystems, Inc. and its licensors against any damages, costs, liabilities settlement amounts and or expenses (including attorney's fees) incurred in connection with any claim by any third party that results from Customer's use or distribution of the Program. This indemnity shall not be subject to any limitation set forth in the Agreement.

5. Additional terms may be added or removed from time to time with 30 days' written notice, based on requirements of PassMark's licensors.