



PRODUCT SPECIFIC LICENSE TERMS
Financial Fusion Server – Universal OFX Edition
(“Program”)

IN ADDITION TO THE LICENSE TERMS SET OUT IN THE SYBASE LICENSE AGREEMENT, THE FOLLOWING ADDITIONAL OR DIFFERENT RIGHTS AND ACCOMPANYING OBLIGATIONS AND RESTRICTIONS SHALL APPLY TO THE PROGRAM:

1. UNBUNDLING AND FUNCTIONALITY

FINANCIAL FUSION SERVER IS A SUITE OF SEVERAL COMPONENT SOFTWARE PRODUCTS. EXCEPT AS OTHERWISE SPECIFICALLY AUTHORIZED BELOW, USE OF ALL COMPONENTS OF FINANCIAL FUSION SERVER (INCLUDING MESSAGE PROTOCOL ADAPTERS AND ENGINES AND MARKET INTERFACES) IS LIMITED TO USE ON THE SAME COMPUTER(S) AS LICENSED FOR FINANCIAL FUSION SERVER, AND THE COMPONENTS OF FINANCIAL FUSION SERVER MAY NOT BE UNBUNDLED AND USED BY DIFFERENT OR ADDITIONAL COMPUTER(S). NO DIRECT ACCESS TO THE UNDERLYING COMPONENT APPLICATION PROGRAMMING INTERFACES (APIS) OF FINANCIAL FUSION SERVER IS PERMITTED UNLESS EXPLICITLY DOCUMENTED IN OFFICIAL PROGRAM DOCUMENTATION. DEVELOPERS MUST ACCESS ALL PROGRAM FUNCTIONALITY THROUGH THE USE OF OFFICIALLY DOCUMENTED APIS.

2. DEVELOPMENT SEAT LICENSE

CUSTOMER SHALL USE EACH COPY OF FINANCIAL FUSION SERVER DEVELOPMENT SEAT LICENSE FOR DEVELOPMENT ONLY ON THE NUMBER OF COMPUTERS AND BY THE NUMBER OF DEVELOPERS FOR WHICH CUSTOMER HAS PAID THE APPLICABLE LICENSE FEES (“DEVELOPMENT SEATS”) AND EXCLUSIVELY IN CONNECTION WITH CUSTOMER’S INTERNAL TESTING AND DEVELOPMENT.

3. DEPLOYMENT LICENSE

EXCEPT IN REGARD TO A DEVELOPMENT SEAT LICENSE, CUSTOMER IS NOT LICENSED TO USE FINANCIAL FUSION SERVER TO DEVELOP OR MODIFY APPLICATIONS OR PERFORM OTHER PROGRAMMING TASKS. CUSTOMER IS NOT AUTHORIZED HEREUNDER TO USE FINANCIAL FUSION SERVER TO HOST WEB SITES ON BEHALF OF THIRD PARTIES.

THIRD PARTY PROGRAMS

VERSIONS OF THE FOLLOWING ADDITIONAL THIRD PARTY PROGRAMS ARE INCLUDED WITH FINANCIAL FUSION SERVER AND ARE PROVIDED SUBJECT TO THE ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH BELOW:

(A) **JAVA 2 PLATFORM, STANDARD EDITION SOFTWARE DEVELOPMENT KIT.** WITH RESPECT TO JAVA 2 PLATFORM, STANDARD EDITION SOFTWARE DEVELOPMENT KIT, CUSTOMER MAY NOT CREATE ADDITIONAL CLASSES, INTERFACES, OR SUBPACKAGES THAT ARE CONTAINED IN THE “JAVA” OR “SUN” PACKAGES OR SIMILAR AS SPECIFIED BY SUN IN ANY CLASS FILE NAMING CONVENTION. IN THE EVENT THAT CUSTOMER CREATES AN ADDITIONAL API(S) WHICH: (I) EXTENDS THE FUNCTIONALITY OF A JAVA ENVIRONMENT; AND, (II) IS EXPOSED TO THIRD PARTY SOFTWARE DEVELOPERS FOR THE PURPOSE OF DEVELOPING ADDITIONAL SOFTWARE WHICH INVOKES SUCH ADDITIONAL API, CUSTOMER MUST PROMPTLY PUBLISH BROADLY AN ACCURATE SPECIFICATION FOR SUCH API FOR FREE USE BY ALL DEVELOPERS. THIS LICENSE

DOES NOT AUTHORIZE CUSTOMER TO USE ANY SUN NAME, TRADEMARK OR LOGO. CUSTOMER ACKNOWLEDGES THAT SUN OWNS THE JAVA TRADEMARK AND ALL JAVA-RELATED TRADEMARKS, LOGOS AND ICONS INCLUDING THE COFFEE CUP AND DUKE (“JAVA MARKS”) AND AGREES TO: (I) COMPLY WITH THE JAVA TRADEMARK GUIDELINES AT [HTTP://JAVA.SUN.COM/TRADEMARKS.HTML](http://java.sun.com/trademarks.html); (II) NOT DO ANYTHING HARMFUL TO OR INCONSISTENT WITH SUN’S RIGHTS IN THE JAVA MARKS; AND (III) ASSIST SUN IN PROTECTING THOSE RIGHTS, INCLUDING ASSIGNING TO SUN ANY RIGHTS ACQUIRED BY CUSTOMER IN ANY JAVA MARK.

5. Message Protocol Adapters

THE MEDIA CONTAINING FINANCIAL FUSION SERVER ALSO INCLUDE CERTAIN SEPARATELY LICENSABLE MESSAGE PROTOCOL ADAPTERS (THE “ADAPTERS”), WHICH ARE ACCESSIBLE BY LICENSE KEY UPON PAYMENT OF THE APPLICABLE LICENSE FEES. IF A MESSAGE PROTOCOL ADAPTER HAS BEEN LICENSED (OR IS SUBSEQUENTLY LICENSED), USE OF SUCH ADAPTER SHALL BE LIMITED TO THE USE SPECIFIED ON THE APPLICABLE EXHIBIT A (E.G., NUMBER OF SERVERS). IF THE LICENSE IS FOR USE ON MORE THAN ONE MACHINE, EACH MACHINE MUST BE RUNNING THE SAME OPERATING SYSTEM.

6. Sample Code

Customer may use internally and modify the source code versions of the portion of Financial Fusion Server provided as sample code (e.g., code examples, sample applications and other such materials identified in the documentation), if any. Such source code versions may not be distributed to third parties. No implied license is granted in any copyright or patent rights of Financial Fusion and its suppliers.