

PRODUCT SPECIFIC LICENSE TERMS
Sybase Consumer e-Finance Suite
Sybase Bill Payment and Transfer Warehouse
Sybase Corporate Banking Solution
Sybase Small Business Banking (“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.

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II. Product Specific License Terms.

1. **License Based on End User count.** “End User” shall mean an individual or entity customer of Customer that is enrolled or otherwise authorized to access any transactional component of the Customer’s web site that utilizes a Program. If, as indicated on an Order, the license to the Program is based on the Customer’s number of End Users, Customer may Use the Program provided Customer meets the end user limit set forth in the Order. An order may list additional licenses for incremental End Users (e.g. additional 50,000 end users) which shall be added to arrive at the total allowable End User limit. If the specific End User limit is not set forth in the Order, Use shall be limited to 25,000 End Users.

2. **License Based on Asset Size.** If, as indicated on an Order, the license to the Program is based on the Customer’s asset size, Customer may Use the Program provided Customer meets the asset size limit set forth in the Order. An order may list additional licenses for incremental asset size amounts (e.g. additional \$20 Billion in assets) which shall be added to arrive at the total allowable asset size limit. The asset size of Customer is based on Customer’s most recent audited financial statements. If the specific asset size limit is not set forth in the Order, Use shall be limited to an asset size of less than \$10 Billion.

3. **Extensions.** Customer may develop derivative works by extending certain Program objects for its own internal use and for access by End Users in conjunction with and subject to the terms of the access to the Program permitted under these product-specific license terms. 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 Sybase’s rights in and to the Programs (including Program objects).

4. **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 Sybase shall have no responsibility or obligation with regard to Banking Laws.

5. **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.** Sybase will maintain and support any custom code including Sybase 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.

6. **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 Sybase be liable for or as a result of any such failures, errors, access, modifications, diversions or disclosures.

7. **Indemnification of Sybase.** In addition to the indemnification obligations set forth in the Agreement, Customer agrees to indemnify Sybase 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 Sybase 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-Sybase 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.