PRODUCT SPECIFIC LICENSE TERMS

Sybase 365 mBanking Platform (Perpetual)
(all editions, all platforms)
("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 FOR WHICH YOU HAVE PURCHASED A LICENSE.

The Program may contain or be provided with component software products from both Sybase 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. Additional licenses for Sybase components may be available from Sybase for a fee.

A. **mBanking Platform Program.** The following terms and conditions shall apply to the mBanking Program:

1. **Right to Operate a Transaction Service**. Notwithstanding any language in the Agreement to the contrary, Sybase grants to Customer a non-exclusive, non-transferable license to make and Use the Primary Copy of the mBanking Program (and make and Use each licensed Secondary Copy) for the purpose of operating and maintaining a single Transaction Service under Customer's own brand or trademark. Customer may only market and make available the Transaction Service within the geographic boundaries set forth in the applicable Order (the applicable geographic area being known as the "Territory"). A "Transaction Service" is a hosted software delivery model in which the Customer hosts and operates the mBanking Program and grants access to/use of the functionality of the Program to third party users of the service (i.e., non-employees) via a public or private network, or other communication protocol/modality supported by the mBanking Program (e.g., the Internet, a wireless carrier network, etc.). Access to the mBanking Program by users of the Transaction Service shall only be indirect (i.e., via a network connection), and all restrictions in the Agreement against transfer, distribution, or disclosure of the Program(s) to third parties shall apply. For the mBanking Program, the quantity and license type usage limitations referenced in Section 2.1 of the Agreement are as follows: Customer may install, host and Use the mBanking Program on a reasonable number of Servers at the location(s) identified in the Order to operate and maintain the Transaction Service. Customer may not use the Program for its own internal business purposes. The mBanking Program requires that Customer establish and maintain a connection to a text messaging service. This connection and the associated messaging services are available through Sybase or other messaging service providers for an additional fee.

2. **Customer Asset Size.** The license fee charged in the Order for the rights granted to Use the mBanking Program are based on Customer asset size. Customer asset size is defined as all assets under management, including bank deposits, mutual funds, and institutional money in addition to any funds under discretionary management (i.e., where the client delegates responsibility to the company). Asset size shall be determined by Sybase through publicly available documentation (e.g., FDIC Summary of Deposit information, or a 10-K or similar publicly available financial report) where possible. If Sybase is not able to determine asset size through publicly available information, Customer shall provide information reasonably necessary to allow Sybase to make such determination. For purposes of calculating assets under management, the term "Customer" includes the Customer entity named in the opening paragraph of this Addendum, above, as well as any affiliated companies, including without limitation any current or future affiliates, that derive any beneficial use from the mBanking Program or Transaction Service (e.g., the Transaction Service is intended or marketed to serve customer of the affiliate). A determination of assets under management will be made and used to establish the license fee for the mBanking Program in the Order. In the event the Customer asset size exceeds the asset range in the Sybase Price List used to determine the license fee paid by Customer, either in the initial Order or any time thereafter, Sybase will issue an invoice for the additional incremental license fee associated with moving to the applicable asset size range, and Customer shall pay such invoice in accordance with the terms and conditions of the Agreement.

B.	**Operation of Program with Telecommunications Networks.**	The Programs are designed to be used and to operate on or with the Internet and other telecommunications networks, all of which are subject to failures and errors caused by the operation or failure of, or defects therein. Any data transmitted over these telecommunications networks, 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. The Programs may require a connection between the end user and server hosting the Program. Except as otherwise expressly agreed in writing, Customer (and/or the end user) is solely responsible, at its own expense, for establishing and maintaining the equipment, software, facilities, and connectivity between the end user and the Server hosting the Program.

C.	**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 Programs, 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.

D.	**Support and Technical Services.** For purposes of clarification, the parties acknowledge and agree that the responsibility for providing general customer service and technical support to end users of Customer's hosted service shall solely be the responsibility of Customer.

E**.	Free Download Components.**	The Program, including any Developer Components and Restricted Use Components provided with it, 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 (third party licenses and notices for Free Download Components included as part of the Developer Components and Restricted Use Components are identified under the names of those products). Any obligations undertaken by Sybase in the Agreement relating to the Free Download Components as part of the Program are provided by Sybase 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 Sybase with regard to the Program as a whole. **B. DISCLAIMER OF INDEMNITIES.** The Free Download Components are excluded from any indemnity provided by Sybase or its subsidiaries in the Agreement.