1. **END USER SYBASE SOFTWARE AGREEMENT**.

1.1 Client ("**End User**") is only granted a non-exclusive, non-transferable right to use the Programs for its own internal business purposes. The End User may only use the Programs with and as part of the Application Bundle and is prohibited from using the Programs for application development purposes or on a standalone basis. For the purpose of this SYBASE SOFTWARE AGREEMENT, "**Application**" means the FIS GT OMS, DMA and FIS TCM Product, as applicable and the "**Application Bundle**" means the resulting compilation or derivative formed from incorporating the Programs (or any combination thereof) with or into the Application, where the Programs so incorporated (a) are solely for Limited Use, and (b) install with the installation of such Application. "**Limited Use**" or "**ADL**" means use of the Programs, as incorporated within the Application Bundle, is only for the purposes of running the Application (and not for running other applications), and that access to the Programs, by the End User or by another application, is solely through the Application interface. "**Programs**" means the Sybase Adaptive Service Enterprise-Enterprise Edition (ASE-EE), Sybase Adaptive Service Enterprise-Small Business Edition and Sybase IQ.

1.2 The End User shall be prohibited from sublicensing, timesharing, rental, facility management, or service bureau usage of the Programs. "Service Bureau" shall mean an arrangement pursuant to which (i) third parties are permitted to access and use the Programs as incorporated within the Application Bundle directly or indirectly by any means to process their own data; or (ii) the End User uses the Programs, as incorporated within the Application Bundle, to process the data of any third party.

1.3 FIS' licensor, Sybase Inc. ("**Sybase**"), retains title to the Programs, and all copies thereof, and associated intellectual property rights therein. The End User may not copy the Programs, except for inactive backup and archival purposes, and must include on any copy of a Program all copyright, government restricted rights and other proprietary notices or legends included on the Program when it was shipped to such End User.

1.4 Sybase and its licensors shall not be responsible for any direct, indirect, incidental, special, and consequential damages.

1.5 Sybase, as licensor of software included in the Application Bundle, is an intended third-party beneficiary of the Agreement and Order and may enforce it directly against the End User as applicable.

1.6 Only object code versions of the Programs are licensed to the End User and reverse engineering, disassembly or decompilation to derive source code shall be prohibited (except to the extent expressly allowed under applicable law without possibility of waiver).

1.7 The End User must agree to comply with all export and re-export restrictions and regulations ("**Export Restrictions**") imposed by the government of the United States. If the End User is the U.S. government, use, duplication or disclosure of the software and documentation by the U.S. Government shall be provided subject to terms and conditions consistent with these terms and any applicable FAR provisions, for example, FAR 52.227-19.

1.8 Although copyrighted, the Programs are unpublished and contain proprietary and confidential information of Sybase. The End User will agree to maintain the Programs in confidence and shall use a reasonable degree of care to protect the confidentiality of the Programs.

1.9 If applicable, upon termination of the license for the Programs, the End User shall be required to destroy or return all copies of the Programs.

1.10 FIS shall have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of the appropriate records of the End User to verify compliance with these terms.

1.11 The End User shall be restricted to Limited Use of the Programs.

1.12 Internet Users under a CPU License model are prohibited from using the Programs to develop or modify applications or perform other programming tasks.

1.13 If the End User accesses the Application Bundle via the Internet and it is using the Programs via a CPU License, then End User is prohibits from using the Programs to develop or modify applications or perform other programming tasks. For the purpose of this Section the following definitions shall apply: (i) "**CPU License**" means the limited right to install the Programs, as incorporated within the Application Bundle on a Machine on which the number of CPUs is no greater than the number of licenses purchased for the Application Bundle, as specified in the End User order, if applicable; (ii) "**Machine**" means a single computer hardware system identified on the applicable End User order that is running a single copy on the operating system software; (iii) "**CPU**" is a unit of measurement used by Sybase in the CPU License in which for the Programs, the number of CPUs is equal to the number of Processors or Cores in the Machine; and (iv) "**Core**" and "**Processor**" means a functional unit within a computing device that interprets and executes software instructions.

1.14 Any provision associated with the Free Download Components identified in the PSLT, that is required to be passed on to an end user licensee shall be passed onto End User, as indicated in the PSLT. PSLT means additional or supplemental terms and conditions specified to a particular Product, which are posted on www.sybase.com/pslt as of the date of the order for such Programs.

1.15 End User will provide Sybase and FIS with prompt written notice of any third-party claim, or suit against End User regardless of its nature, which involves a Sybase product, and End User shall provide Sybase and FIS with all relevant information known to End User as it relates specifically to the Programs.

1.16 THE PARTIES AGREE THAT IF THERE IS ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THESE TERMS AND THE AGREEMENT, THE TERMS AND CONDITIONS OF THESE TERMS SHALL BE CONTROLLING AS IT RELATES TO THE PROGRAMS.