



1. OFAC/FINCEN SERVICE THIRD PARTY TERMS.

1.1 OFAC / FinCen Services (“**OFAC/ FinCen Service**”) is provided by ATTUS Technologies, Inc. (“**ATTUS**”). The OFAC/FinCen Services may only be used in connection with Solution with which it is provided.

1.2 FIS has developed an interface with ATTUS’ OFAC and FinCEN WatchDog Web Services software (the “**ATTUS Software**”) which will allow certain account information from Client’s Solution Account Master and Name and Address files and any other data deemed necessary by FIS or ATTUS (collectively, the “**Account Information**”) for the trust accounts processed by Client on the Solution to be downloaded from FIS to the ATTUS Software for screening against The Department of the Treasury’s Office of Foreign Assets Control’s Specially Designated Nationals Blocked Persons list (the “**OFAC SDN List**”) and/or The Department of the Treasury’s Financial Crimes Enforcement Network 314(a) list (the “**FinCEN List**”). The results of the ATTUS Software’s screening of the Account Information against the OFAC SDN List and/or the FinCEN list will be summarized in a report and included within Client’s nightly processing on the Solution. FIS’ transfer of the Account Information to the ATTUS Software, the screening of the Account Information by the ATTUS Software and the inclusion of the screening report generated by the ATTUS Software within Client’s nightly processing shall hereinafter be collectively referred to as the “**OFAC/FinCEN Service**.”

1.3 Client authorizes FIS to download the Account Information to the ATTUS Software to be screened in accordance with Client’s elections set forth in the Pricing Attachment above.

1.4 In the event Client elects to have its Account Information screened against the FinCEN List, the following provisions shall apply:

1.4.1 Client shall be responsible for uploading to the ATTUS Software the FinCEN List as downloaded by Client from the Department of the Treasury. Client shall upload the FinCEN List to the ATTUS Software by 2:00 p.m. E.T. on the dates on which the FinCEN List is made available to Client by the Department of the Treasury.

1.4.2 In the event that Client fails to upload the FinCEN List in accordance with the foregoing paragraph, it may subsequently perform a special upload of the FinCEN List upon prior notice to FIS. In the event of a special upload of the FinCEN List pursuant to this paragraph, the Account Information to be screened against the FinCEN List shall be the Account Information for Client’s accounts processed on Charlotte as of the date of said screening, not the date of the FinCEN List uploaded by Client to the ATTUS Software. Client agrees that for each special upload of the FinCEN List it shall be obligated for FIS’ then current support fee for the same. Said fee shall be separate from and in addition to any monthly fees charged to Client for the OFAC/FinCEN Service.

1.4.3 Client agrees that neither FIS nor ATTUS shall be deemed to be in breach of the Order nor shall it have any liability to Client or any third party with respect to ATTUS Software’s failure to screen Client’s applicable account information against the FinCEN list as a result of Client’s failure to provide the FinCEN List in accordance with the terms and conditions more particularly set forth herein.

1.4.4 Client acknowledges that in the event it elects to subscribe to the PEP Foreign Official (FO) List Option and/or the European Union (EU) Watch List and United Nations (UN) Security Council Sanctions List Option, Client must subscribe to the OFAC/FinCEN Service and, at a minimum, elect to have its Account Information screened against the OFAC SDN List.

1.4.5 To facilitate Client’s access and use of the OFAC/FinCEN Service, ATTUS has agreed to allow FIS to provide the ATTUS Software to Client. As a condition to such arrangement, ATTUS requires Client to agree to the following terms and conditions. Client further agrees that the following terms and conditions contains Client’s sole remedies against ATTUS in connection with Client’s use of the ATTUS Software. To the extent required by FIS’ agreement with ATTUS, ATTUS is a third-party beneficiary to the Agreement with respect to the enforcement of the terms and conditions applicable to the OFAC/FinCen Service

ATTUS’ TERMS AND CONDITIONS

Therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, ATTUS and Client agree to be bound by the following terms and conditions.

1. **LIMITED USAGE RIGHTS.** Subject to the terms and conditions of this Article, ATTUS grants to Client, a non-exclusive, non-transferable right to use the ATTUS Software solely as part of the OFAC/FinCEN Service provided by FIS in accordance with the terms of this Order. Client may use the ATTUS Software only in connection with its own internal business needs. ATTUS retains all right, title and interest in the ATTUS Software, including all derivative works made by ATTUS or Client, and in all patents, patent right, copyrights, trademarks, and trade secrets in or relating to the ATTUS Software.

2. **RESTRICTIONS ON USE.** Client shall not transfer, sublicense or otherwise assign its rights under this Article to any third party. Client shall not (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative



works or attempt to derive the source code of the ATTUS Software; (ii) use the ATTUS Software for commercial time-sharing, rental, outsourcing, or service bureau purposes; or (iii) otherwise use the ATTUS Software to develop any other computer program. Client may not export the ATTUS Software, or any technical information relating to the ATTUS Software, without ATTUS' prior written consent.

3. **WARRANTY, REMEDIES AND TERM.**

3.1 **WARRANTY.** ATTUS warrants that the ATTUS Software shall conform to the material specifications set forth in ATTUS' standard user documentation. Client must notify ATTUS of any breach of warranty claim hereunder prior to the expiration or termination of this Order. ATTUS EXPRESSLY DISCLAIMS ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE ATTUS SOFTWARE; THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE WARRANTY SET FORTH ABOVE, ATTUS DOES NOT WARRANT THAT THE ATTUS SOFTWARE WILL BE ERROR FREE OR ITS OPERATION WILL BE UNINTERRUPTED.

3.2 **EXCLUSIVE REMEDIES.** Should ATTUS breach the warranty set forth above with respect to the ATTUS Software, ATTUS shall diligently and in good faith attempt to correct the reported defect by modifying the ATTUS Software. If ATTUS is unable to correct the defect within a reasonable period of time, Client may terminate its right to use the ATTUS Software to ATTUS and seek monetary damages. In no event, however, shall any damages recoverable from ATTUS hereunder (for breach or otherwise) exceed the lesser of (i) a sum equal to the annual amount paid by Client to FIS specifically for use of the ATTUS Software and (ii) \$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS ARTICLE, (i) THE FOREGOING REMEDIES ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THE ATTUS SOFTWARE, WHETHER BASED IN CONTRACT, BREACH OF WARRANTY OR TORT, AND (ii) CLIENT ACKNOWLEDGES THAT IT SHALL NOT OTHERWISE SEEK A REMEDY AGAINST FIS WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THE ATTUS SOFTWARE. IN NO EVENT SHALL ATTUS BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF ATTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES THAT ATTUS HAS SET ITS FEES AND ALLOWED CLIENT TO USE THE ATTUS SOFTWARE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS ARTICLE AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

3.3 **TERM.** This Article shall remain in effect until the earlier of (i) the termination or expiration of this Order in its entirety or as it relates to the OFAC/FinCEN Service and (ii) the termination or expiration of the Web Services Agreement between FIS and ATTUS.

3.4 **INDEMNIFICATION BY ATTUS.** ATTUS shall indemnify and hold Client harmless from any loss or damage, arising out of a third-party claim that the ATTUS Software infringes any United States patent or copyright of that third party. ATTUS' obligation of indemnification is contingent upon Client promptly notifying ATTUS of any such claim and cooperating with ATTUS in the defense of the claim. In the event of a successful infringement claim by a third party, at ATTUS' option, ATTUS shall either (i) modify the ATTUS Software so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for Client to continue using the infringing ATTUS Software, or (iii) terminate the license granted hereunder and refund all fees paid to ATTUS in connection with the OFAC/FinCEN Service provided to Client in the preceding twelve months. ATTUS shall have no obligations under this section D to the extent a claim is based upon (A) the combination, operation or use of the ATTUS Software with software or data which was not provided by ATTUS, if such infringement would have been avoided in the absence of such combination, operation or use, or (B) Client's use of the ATTUS Software in any manner inconsistent with or in violation of the license granted under this Article. This section D states the entire liability of ATTUS and the exclusive remedy of Client with respect to any alleged infringement arising from the use of the ATTUS Software or any part thereof.

3.5 **MUTUAL NONDISCLOSURE.** The term "**Confidential Information**" means all business or technical information of ATTUS or Client that has been or is subsequently disclosed to either ATTUS or Client by the other party, either directly or through FIS. Each party may use the Confidential Information of the other party only in connection with performing under this Order and the permitted use of the ATTUS Software hereunder. Client and ATTUS shall not use the Confidential Information of the other party for any other purpose whatsoever nor disclose the Confidential Information to any third party. Each party acknowledges that the other party would have no adequate remedy at law should such party breach its obligations relating to the Confidential Information and agrees that nonbreaching party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.



Per Item 27, Department of the Treasury Financial Crimes Enforcement Network FAQ Concerning the 314(a) Process, December 3, 2003, once Client has uploaded the FinCEN List to the ATTUS Software, ATTUS will take those steps reasonably necessary to safeguard the information.

ATTUS will promptly contact Client if it determines that any non-public personal information of persons or entities that obtain financial products from Client (the "Non-Public Personal Information") disclosed or provided to ATTUS has been acquired by an unauthorized person ("Unauthorized Access Event") unless ATTUS is restricted from doing so by applicable law or law enforcement officials. In the event ATTUS is restricted from contacting Client about an Unauthorized Access Event by law enforcement officials, ATTUS will contact Client and advise it of said Unauthorized Access Event promptly upon receiving permission to do so from said law enforcement officials.

4. GENERAL PROVISIONS.

4.1 NO TRANSFER OR ASSIGNMENT. Client shall not transfer or assign any of its rights or obligations under this Article to any third party without the prior written consent of ATTUS. Any attempt to transfer or assign in violation of this Article shall be null and void.

4.2 GOVERNING LAW, VENUE AND ENFORCEMENT. The execution, interpretation and performance of this Article shall be governed by the internal laws and judicial decisions of the State of North Carolina. In the event that ATTUS or Client commences a court action or other proceeding relating to or arising out of this Article, the parties agree and consent that any such action will be brought solely in the state or federal courts located in Mecklenburg County, North Carolina. By execution of this Order, which incorporates this Article by reference, Client acknowledges and agrees that ATTUS shall, in accordance with this section F(ii) be entitled to bring any court action or proceeding against Client in order to enforce its rights under this Article.

4.3 ENTIRE AGREEMENT. ATTUS and Client each acknowledge that this Article supersedes all previous agreements and representations between the two parties, written or oral, with respect to the subject of this Article and constitutes the complete agreement between ATTUS and Client with respect to such subject. Client agrees that it has not relied on any warranties or representations other than those contained herein, or on any demonstrations, in executing this Order of which this Article is a part. This Article may not be modified or amended except in a writing signed by a duly authorized representative of Client and ATTUS.