



1. PLANADVISOR THIRD-PARTY TERMS (TCR Development, LLC (“TCR”).

1.1 USE RESTRICTIONS. Client shall not, shall not attempt to, and shall not permit any others to: (i) sell, lease, assign, sublicense or otherwise transfer or disclose the Third-Party Product or Documentation in whole or in part to any third party; (ii) use the Third-Party Product for its internal benefit not directly connected to the purposes set forth in the Agreement; (iii) authorize the download of any portion of the Third-Party Product or the Documentation; (iv) disassemble, decompile, reverse engineer or otherwise attempt to obtain the source code for the Third-Party Product; (v) copy the Third-Party Product or Third-Party Documentation in whole or in part, except as reasonably necessary for archival back-up purposes or for Client’s internal use of the Third-Party Product as permitted under the Agreement; (vi) alter, re-label or change the Third-Party Product and Third-Party Documentation. All copies of the Third-Party Product must contain all proprietary marks, legends and copyright notices that appear on the original copies delivered to Client by FIS.

1.2 EMPLOYEES AND REPRESENTATIVES COMPLIANCE. Client shall take all necessary steps to ensure compliance by its employees or its other representatives with its obligations under the Agreement and shall be liable for any breach of the Agreement by its employees or representatives.

1.3 TRADEMARKS AND TRADE NAMES. Nothing contained in the Agreement shall grant Client any right, title or interest in TCR’s Marks. At no time during or after the Term of the Agreement shall Client challenge or assist others, unless required by law or court order, to challenge TCR’s Intellectual Property Rights in TCR’s Marks or the registration thereof, or attempt to register any Marks confusingly similar to TCR’s Marks.

For the purposes of the terms and conditions pertaining to the Third-Party Product, “**Marks**” means all proprietary indicia, trademarks, trade names, symbols, logos and/or brand names adopted from time to time to identify TCR or the Third-Party Product. For the mentioned purposes, “**Intellectual Property Rights**” means all forms of intellectual property rights and protections that may be obtained for, or may pertain to, TCR’s proprietary software (including any updates or revisions, modifications, enhancements and Derivative Works), Confidential Information, Documentation and Marks, including without limitations, all right, title and interest arising under United States common and statutory law and the laws of other countries to all (i) patents and all filed, pending or potential applications for patents, including any reissue, re-examination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed; (ii) trade secret rights, know-how and equivalent rights; (iii) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work; and (iv) proprietary indicia, trademarks, trade names, symbols, logos and/or brand names.

Finally, also for the purposes of the terms and conditions pertaining to the Third-Party Product, “Documentation” means written materials relating to the Third-Party Product delivered to Client under the Agreement, including but not limited to manuals.

1.4 FINANCIAL RECORDS. Client agrees that it will keep, for the term of the Agreement and for no less than one year after its termination, full, true, and accurate records and books of accounts in accordance with generally accepted accounting principles, relating to the fees and general financial compliance under the Agreement.

1.5 DISCLAIMER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TCR SHALL HAVE NO LIABILITY TO CLIENT FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM THE USE OF THE THIRD-PARTY PRODUCT) THAT EXCEED, IN THE AGGREGATE, ALL AGGREGATE FEES DUE AND PAYABLE UNDER THE ORDER FOR THE THIRD-PARTY PRODUCT IN THE 12 MONTH PERIOD ENDING ON THE DATE THAT A CLAIM IS FIRST ASSERTED, EXCEPT FOR TCR’S OBLIGATION TO INDEMNIFY CLIENT AGAINST ANY ACTION BROUGHT AGAINST CLIENT BY A THIRD PARTY CLAIMING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE THIRD-PARTY PRODUCT IN THE FORM DELIVERED AND WHEN USED IN THE MANNER CONTEMPLATED IN THE DOCUMENTATION, WHICH INDEMNITY OBLIGATION IS SUBJECT TO APPLICABLE CONDITIONS AND LIMITATIONS AGREED BY AND BETWEEN FIS AND TCR. IN ADDITION, EXCEPT FOR A BREACH OF TCR’S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL TCR BE LIABLE FOR (I) ANY ERRORS IN THE RESULTS PROVIDED BY THE THIRD-PARTY PRODUCT, OR (II) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.6 INTELLECTUAL PROPERTY. Client maintains no intellectual property rights in the Third-Party Product or any Derivative Works thereof. For the purposes of the terms and conditions pertaining to the Third-Party Product, “**Derivative Works**” means a work that is based on one or more pre-existing work(s) such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed, or adopted, and which, if prepared without authorization of the owner of the pre-existing work(s), would constitute a copyright infringement”.



1.7 PROPRIETARY MARKS, LEGENDS, AND PATENT AND COPYRIGHT NOTICES. Client agrees to retain all proprietary marks, legends and patent and copyright notices that appear on the Third-Party Product, Third-Party Product Documentation and Confidential Information delivered to Client in relation to the Third-Party Product, and all whole or partial copies thereof. For the purposes of the terms and conditions pertaining to the Third-Party Product, “**Confidential Information**” shall mean the confidential or proprietary information of TCR that is disclosed to Client under the Agreement, including without limitation; TCR’s products and all related software, updates, documentation, specifications, designs or code thereto; trade secrets; know-how or any other confidential business information marked confidential by TCR, or if disclosed orally, shall be summarized in written form within 30 days of the disclosure. For the purposes of the terms and conditions pertaining to the Third-Party Product, Confidential Information shall not include information which (i) is or becomes public knowledge without any breach of any confidentiality obligation, or act, omission, or involvement of Client; (ii) is disclosed by Client with prior written approval of TCR; (ii) is independently developed by Client or a third party without use of, reference to, any TCR Confidential Information; or (v) was known to Client prior to disclosure by TCR”