

1. QUICKEN INTERFACE THIRD PARTY TERMS.

- 1.1 Quicken Interface is provided by Intuit Inc. ("Inuit"), The Quicken Interface may only be used in connection with the Solution with which it is provided.
- 1.2 FIS has entered into an agreement (the "Intuit® Agreement") with Intuit® pursuant to which FIS has developed and is authorized to offer to Client an Open Financial Exchange ("OFX") based online service that allows Client's Customers (individually, an "End User" and collectively, the "End Users") to display and download via the Internet from FIS' Portfolio Account Link ("PAL") webserver into Quicken®, certain of their transactional and account balance information from their Accounts processed on the Solution by Client (the "Account Information") (which OFX based online service shall be hereinafter referred to as the "Quicken® Interface"). To the extent required by the Intuit Agreement, Intuit is a third-party beneficiary to the Agreement with respect to the enforcement of the terms and conditions applicable to the Quicken Interface and OFX.
- 1.3 Upon the execution of this Order, FIS will forward to Intuit certain branding information required to be provided to and approved by Intuit® prior to a Client's use of the Quicken® Interface (the "Approval Process"). FIS will notify Client at such time as the Approval Process has been completed, at which time Client may enable its End Users to download their Account Information into Quicken®. Client agrees to cooperate with FIS in providing any information reasonably requested by Intuit during the Approval Process. Client acknowledges that information pertaining to Client which may include, but is not limited to, Client's name, telephone number(s), logo and URL, may be published by Intuit® in its Intuit® Products (as hereinafter defined) in such locations and in such manner as Intuit® determines from time to time to display said information, and through which the End Users will download their Account Information into Quicken®. For purposes of this Article, "Intuit® Products" shall mean any Intuit® OFX enabled product or service, available now or in the future, as publicly released by Intuit® during the term of this Order through which End Users can access an online service.
- 1.4 In order to subscribe to the Quicken® Interface, Client must (a) remain an active user of PAL for so long as it elects to subscribe to the Quicken® Interface, and (b) authorize each End User that wishes to download its Account Information into Quicken® to have PAL access to its Account Information in accordance with the provisions for the use of PAL as more particularly set forth in this Order.
- 1.5 Upon the completion of the Approval Process, FIS will notify Client of the versions of Quicken® that are then currently supported by Intuit® and compatible with the Quicken® Interface (the "Approved Quicken® Versions"). Client acknowledges that any End User wishing to download its Account Information into Quicken® must be licensed to use one of the Approved Quicken® Versions. From time to time Quicken® may notify Client of its intent to discontinue support of one or more of the Approved Quicken® Versions. In such an event, End Users utilizing the discontinued version and desiring to continue to utilize the Quicken® Interface will be required to upgrade at their expense to one of the other Approved Quicken® Versions.
- 1.6 Client agrees to abide by the terms and conditions of the Intuit's® Trademark Terms Schedule set forth on www.fi.intuit.com including, but not limited to, written references made to "Intuit®" and "Quicken®." Any documentation or other materials generated by Client pertaining to Intuit®, Quicken® and the Quicken® Interface, excepting those set forth on Intuit's® website www.fi.intuit.com, must be pre-approved by Intuit® prior to their use or distribution by Client.