



1. GREENHILL REPORTQUEST THIRD PARTY TERMS:

ReportQuest is proprietary to FIS' third-party provider, Greenhill Technology, LLC ("GREENHILL"). The following additional terms apply to Client's use of ReportQuest:

1.1 Client acknowledges that all intellectual property rights in the ReportQuest product (the "Product") are the property of Greenhill, its affiliates, third-party suppliers, or other third-party licensors, and nothing in this Supplemental Order shall be construed so as to transfer any such rights to Client. Further, Client shall not divulge or disclose or permit any of its employees or agents to divulge or disclose any such intellectual property rights except as expressly permitted in the Agreement.

1.2 Client shall use the Product solely for Client's internal use and benefit in association with Client's use of the FIS Solution, and not for resale or use by or for the benefit of any other person or organization. Client shall not and shall not permit its employees or agents to disassemble, decompile, reverse engineer, or reengineer the Product. Without limiting the foregoing, Client shall not (i) knowingly use the Product in any way that may infringe any intellectual property rights in the Product, or (ii) knowingly use, or knowingly permit anyone to use the Product for any unlawful or unauthorized purpose.

1.3 FIS shall use reasonable efforts to provide to Client the benefit of all indemnities and warranties granted to FIS by the third-party Product provider, to the extent possible without additional cost to FIS, as and if permitted by FIS' agreement with the third-party provider, and to the extent such warranties and indemnities pertain to Client's use of the Product. In the event of any defect in the Product (in the form delivered by FIS and when properly used for the purpose and in the manner specifically authorized by the Solution Order, FIS will use commercially reasonable efforts to replace or correct the Product. If FIS complies with this provision, it shall face no further liability with respect to any defect in the third-party Product. The Client also acknowledges that the third-party provider may modify the Product, discontinue availability of the Product, or modify the terms concerning the availability of, the applicable fees for, or the quality of the Product, in which case FIS shall not be held responsible for such modification and discontinuance. In the event of any such modification or discontinuance, FIS shall have the right to: i) terminate the provision of the Product by providing Client reasonable notice of such termination and/ or ii) notify Client that any changes required by the third party provider shall be made a part of the Solution Order by providing thirty (30) days prior written notice, provided however that Client may reject such changes and terminate the affected Product by providing notice to FIS within such thirty (30) day period.

1.4 Access to the Product is subject to termination in the event that the agreement between FIS and Greenhill, or any agreement between Greenhill and a relevant third-party supplier, is terminated in accordance with its terms. The Client's right to use the Product shall terminate automatically if the Solution Order is terminated for any reason. This Section 3 shall survive the termination of the Solution Order, including these terms.

1.5 Client shall indemnify FIS and its affiliates and Greenhill and Greenhill's suppliers (the "Indemnities") against and hold the Indemnities harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand against any of the Indemnities by a third party arising out of or related to Client's use of the Product or any data, information, service, report, analysis, or publication derived therefrom.

1.6 FIS, FIS' AFFILIATES, GREENHILL, AND GREENHILL'S SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, FOR THE USE OF THE PRODUCT.