**1. ORACLE THIRD PARTY SOFTWARE TERMS FOR CORTEX**.

If Client purchases Oracle Third-Party Software under the terms of the Order, the following terms shall be part of the Order and set out the terms and conditions specific to the Oracle Third Party Software licensed pursuant to the Order.

1.1 The term "**Program**" shall mean the software specified in the Order that is supplied by FIS to the Client for use only as a part of FIS' "**Cortex**" proprietary software application licensed pursuant to the Order.

1.2 The following provisions govern Client's license to use the Program. The right to use the Program is subject to Client's compliance with the terms and conditions herein.

1.2.1 Client only shall use the Program.

1.2.2 Client shall use the Program only in conjunction with FIS' Cortex proprietary software application and limited to the internal business operations of the Client.

1.2.3 Client acknowledges, understands and agrees that Oracle USA, Inc.("**Oracle**") or its licensor retains, at all time, all ownership and intellectual property rights in and to the Program.

1.2.4 Client shall not sell, assign, give or transfer the Program and/or services ordered related to the Program or any interest in them to any other party, in whole or in part, whether by operation of law, merger or otherwise. If the Client grants a security interest in the Program and/or services, the secured party shall have no right to use or transfer the Program and/or services.

1.2.5 Client shall not (i) use the Program for rental, timesharing, subscription service, hosting, or outsourcing; (ii) remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights; (iii) make the Program available, in whole or in part, to any third party for use in the third party's business operations.

1.2.6 Client does not obtain any title to the Program.

1.2.7 Client shall not reverse engineer (unless required by law for interoperability), disassemble or decompile the Program, including, but not limited to, data structures or similar materials produced by the Program, or reproduce the Program, in whole or in part.

1.2.8 Client acknowledges, understands and agrees that, to the extent permitted by applicable law, neither Oracle, its licensors, nor FIS shall have any liability to Client for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential and (ii) any loss of profits, revenue, data or data use, arising from the use of the Program.

1.2.9 Client acknowledges, understands, and agrees that, upon termination of the license to use the Program and/or upon termination of the license to use FIS' Cortex product, regardless of the reason(s) for termination, it shall discontinue use of the Program immediately and to either return, or destroy, at FIS' direction and option, all copies of the Program and its related documentation.

1.2.10 Client agrees to not publish any results of benchmark tests run on the Program.

1.2.11 Client agrees to comply fully with all relevant export laws and regulations of the United States and other applicable export and/or import laws to assure that neither the Program, nor any direct product thereof, are exported, directly or indirectly, in violation of such applicable laws.

1.2.12 Client shall not require Oracle to perform any obligations, or incur any liability, not previously agreed in writing between FIS and Oracle.

1.2.13 Client agrees to allow FIS to audit Client's use of the Program, to provide assistance and access to FIS to information in the course of such audit and to permit FIS to report the audit results to Oracle. Furthermore, Client agrees that FIS may assign its right to audit Client's use of the Program to Oracle. If such audit right is assigned to Oracle, Oracle shall not be responsible for any of FIS' or Client's costs incurred in cooperating with such audit.

1.2.14 Client acknowledges, understands, and agrees that Oracle is a third party beneficiary of this License, and Oracle does not assume any of FIS' obligations hereunder.

1.2.15 Client agrees that the Uniform Computer Information Transactions Act shall not apply to this License.

1.2.16 Client agrees that, if applicable, a Program may include source code that Oracle may provide as part of its standard shipment of such Program, which source code shall be governed by the terms of this License.

1.2.17 Client agrees that if any third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the Program package documentation, or as otherwise notified by FIS, such other third

party technology is licensed to Client only for use with the Program pursuant to the terms of such third party license agreement specified in the Program documentation or as otherwise may be notified by FIS.

      1.2.18 Client shall promptly notify FIS if it becomes aware of any breach or threatened breach of the provisions set forth herein.

      1.3 FIS may assign to Oracle or its designee the right to enforce this License.

      1.4 Client acknowledges, understands and agrees that neither Oracle nor FIS provides any warranty (i) that the Program will perform in accordance with its documentation, (ii) will operate error-free or uninterrupted, (iii) that Oracle or FIS will correct all Program errors.

      1.5 **TO THE EXTENT PERMITTED BY LAW, EXCEPT AS PROVIDED IN THE AGREEMENT, FIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER AGREES THAT ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES THAT ARE NOT PROVIDED IN THIS ORDER ARE HEREBY EXCLUDED AND DISCLAIMED**.

      1.6 All technical support provided to Client with respect to the Program shall be provided pursuant to Oracle's then-current technical support policies in effect at the time such services are provided and are subject to change at Oracle's sole discretion.

      1.7 The Programs are deemed to be Confidential Information.

      1.8 The provisions set forth in this License are in addition to, not in lieu of, the terms and conditions set forth in the Order. In the event of a conflict between the terms and conditions set forth in this Order and the FTCs, the provisions of this License shall govern.