

Backbase Supplemental Non-Commercial License Agreement ("SNLA")

BACKBASE'S SUPPLEMENTAL NON COMMERCIAL LICENSE AGREEMENT ("SNLA") SUPERSEDE THE CORRESPONDING BACKBASE END USER SOFTWARE LICENSE AGREEMENT ("EULA") IN SO FAR THIS SNLA CONTRADICT THE EULA. "SOFTWARE" IS DEFINED UNDER (1-E). "YOU" MEANS THE END USER OF THE SOFTWARE AS PROVIDED.

IMPORTANT: BASED ON REPRESENTATIONS YOU HAVE MADE TO BACKBASE, DURING THE TERM (AS DEFINED BELOW), YOU WILL BE PROVIDED WITH A SPECIAL, NON-COMMERCIAL, NON-INSTITUTIONAL, OR PERSONAL USE VERSION OF THE BACKBASE SOFTWARE (despite the words 'business needs' as in the EULA, e.g. art. 2). BY USING THE SOFTWARE; YOU AGREE TO BE BOUND BY THE TERMS SET FORTH BELOW. NO OTHER LICENSE IS PROVIDED TO YOU WITH RELATION TO THE SOFTWARE EXCEPT AS SET FORTH BELOW OR AS OTHERWISE AGREED TO IN A WRITTEN AGREEMENT BETWEEN YOU AND BACKBASE.

IN ORDER TO USE BACKBASE SOFTWARE, YOU WILL HAVE TO AGREE TO THE SNLA AND EULA". IN ADDITION TO THE TERMS AND CONDITIONS IN THE EULA, YOU AGREE THAT THE FOLLOWING SHALL APPLY TO YOUR USE OF THE SOFTWARE:

(1) Definitions:

(a) "Application" means any webpage or web application using or referencing the Backbase Software

(b) "Commercial" means the use of the Software for financial gain or revenue generation, directly or indirectly, of any kind, including any use in connection with any web site, application or content that sells, advertises, or otherwise promotes revenue-bearing products or services of any kind.

(c) "Institution" means any institution or entity, including but not limited to corporations, partnerships, sole proprietorships, non-profit entities, charitable institutions, healthcare institutions, governments, or educational institutions.

(d) "Major Version" means the next version upgrade of the Software, including those signified by a change in the number to the left of the decimal point. For example, version 2.0 would be the next major release of the Software after version 1.0. Backbase shall determine in its sole discretion what constitutes a Major Release.

(e) "Software" means the object code of the computer program(s) provided by Backbase (The

Community Edition). Backbase may refer to version 1.x, where "x" signifies an update to the product but not a Major Release.

(f) "Term" commences on the date that you accept the SNLA and expires on the date that is 90 calendar days after the next Major Release of the Software

(2) Hierarchy

Any contrary provisions in the EULA notwithstanding, you are provided with the license rights set forth in the EULA only during the Term. Upon the expiration of the Term, you shall return the Software to Backbase or, at Backbase's election, destroy the Software, and discontinue all use of the Software and any applications created with the Software.

(3) Non-Commercial

Since you are provided with a "Non-Commercial, Non-Institutional License," you hereby represent and warrant that you will not use the Software for Commercial purposes and that you will not use the Software for or on behalf of an Institution.

(4) Personal Use

Since you are provided with a "Personal Use License," you hereby represent and warrant that that the Application(s) you deploy will not sell, advertise, or otherwise promote revenue-bearing products or services of any kind, or be used to administer or conduct the business of an Institution in any way. If you are a blogger, you may showcase your Application(s) on your blog or personal website that contains advertising, but only if the costs of establishing and maintaining the blog or personal website are not directly funded by an Institution. A blog is defined as a personal web site that provides updated headlines and news articles of other sites that are of interest to the user, and also may include journal entries, commentaries and recommendations compiled by the publisher of the blog. If you are an instructor at an educational institution, this license is personal to you; you can use the Software in an instructional setting, but not to perform administrative tasks or non-instructional services for an educational Institution.

(5) Commercial rates

Should you use the Software for any purposes except as set forth above, fail to fully cooperate with Backbase in reporting your use or allowing the audit referenced below, or otherwise not comply the EULA or these Supplemental License Terms, Backbase shall have the irrevocable right to

immediately terminate your rights to use the Software, charge you retail or commercial rates for your use and/or pursue any other remedies available to Backbase at law or in equity.

(6) Customer Success Activities

In consideration for this license, you agree to participate in the Backbase Customer Success Activities ("Activities") defined below related to the selection and/or implementation of the Software by you, and/or the web site, application or content that you develop with the Software (the "Project"). Whether your use of the Software is featured in the Activities is subject to Backbase's sole discretion. You may be asked to review materials related to the Activities prior to publication where appropriate as determined by Backbase in its sole discretion. Your review of the materials will be conducted in a reasonable and timely manner. Activities shall include the following:

a) Corporate Presentations – Your name and, if applicable, trademarks may be used in Backbase corporate presentations and e-mails identifying you as a Backbase user.

b) Backbase Web Site – Your name, trademarks and quotes may be used on a Backbase web page identifying you as a Backbase user. Additionally, a link to or screenshot of the Project you developed with the Software may be posted to Backbase's web site.

c) Press Release – If requested by Backbase, you shall participate in a Backbase issued press release relating to the use of the Software, including providing a quote to be used in such press release.

d) Case Study – You shall document the benefits in using the Software for the production of a written or video case study ("Case Study"). The Case Study may summarize the situations in which Software is used, benefits of Software and quantifiable time, money or other savings for you. Backbase may promote the Case Study in the following ways: post it to the Backbase Customer Showcase at <http://www.Backbase.com/showcase/>, link to it from other areas of the Backbase web site, and send it to certain trade publications that cover Backbase.

e) Demonstration Content – You shall fully cooperate with Backbase to allow Backbase to include a demonstration and/or screen shots of the Project on the Backbase web site, in a public demonstration or at press meetings, analyst meetings, trade shows and seminars and refrain of any intellectual property right related to the public demonstration as such.

f) License and Rights Grants – You hereby grant to Backbase, its successors, affiliates and assigns and those acting under its direction, a royalty-free, fully paid up, perpetual, irrevocable, worldwide license and rights, but not an obligation, to use, edit, copy, modify, create derivative works, support, distribute in modified or unmodified form, market, publish, and sublicense all of the above rights with relation to, all or part of the Project, in any medium now known or invented in the future, in or in connection with Backbase's products or services or for Backbase generally. Backbase has the right to use your name in connection with the Project.

(7) Exclusions

You shall have no right to receive updates (e.g. Patches, Service Packs) or Minor Versions or Major Versions hereunder. If nevertheless Backbase does provide you with updates or upgrades, all use of such updates or upgrades shall be as set forth in the EULA, but will not create any further right to receive updates or upgrades or Major Versions. You can neither claim any warranty regarding the Software nor held Backbase liable for any damage or costs whatsoever arising out the use and/or possession of the Software, regardless the reason. Backbase is not obliged to indemnify you for any claims whatsoever.

(8) Information feed back

You will be required to provide Backbase with complete information on your use of the Software and your development of any websites, applications or content with the Software, pursuant to procedures to be defined by Backbase from time to time. Upon the request from Backbase from time to time, you agree to provide Backbase with prompt notification of any updates relating to your use of the Software and your development of any websites, applications or content with the Software.

(9) Miscellaneous

Except as expressly set forth herein, the SNLA and EULA shall govern all use of the Software. You agree that Backbase shall retain all rights set forth in the EULA, including those relating to an audit of your use and termination upon your breach of the EULA and/or the SNLA. In cooperating with Backbase for the audit referenced above, you agree to provide Backbase with any information, records or access that would indicate your Commercial use or your status as an Institution.

Annex: EULA///