



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT



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TABLE OF CONTENTS

INTRODUCTION	1
GENERAL TERMS AND CONDITIONS	2
SERVICE TERMS AND CONDITIONS	11
INFORMATION REPORTING/LIQUIDITY SERVICES	11
ONLINE BANKING SERVICE.....	11
LOAN SWEEP ACCOUNT SERVICE	14
REPURCHASE AGREEMENT SWEEP SERVICE	15
ZERO BALANCE ACCOUNT SERVICE	18
PAYABLES SERVICES	19
AUTOMATED CLEARING HOUSE (ACH) SERVICE.....	19
ACH DEBIT FILTER/ BLOCK SERVICE.....	23
CD-ROM SERVICE.....	24
EDI SERVICE	24
ONLINE WIRE TRANSFER SERVICE	25
PARTIAL ACCOUNT RECONCILIATION SERVICE.....	27
POSITIVE PAY SERVICE	28
REVERSE POSITIVE PAY SERVICE	30
RECEIVABLES SERVICES.....	30
CASH VAULT SERVICES	30
RETAIL AND WHOLESALE LOCKBOX SERVICE	32
REMOTE DEPOSIT CAPTURE SERVICE.....	33



TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

INTRODUCTION

Thank you for choosing IBERIABANK for your treasury management service needs. We appreciate the opportunity to serve you. Should you have any questions about this agreement, please contact your Treasury Management Sales Officer.

This Treasury Management Services Master Agreement ("Master Agreement") sets forth the terms and conditions of the treasury management services offered by IBERIABANK. The Master Agreement is comprised of the General Terms and Conditions that apply to all treasury management services provided by IBERIABANK, and the Service Terms and Conditions that apply to the applicable service. By executing and submitting the Treasury Management Services Authorization Certificate, Customer accepts and agrees to be bound by the terms of this Master Agreement. Furthermore, by enrolling in or using any service provided by IBERIABANK, Customer accepts and agrees to the terms and conditions set forth under this Master Agreement.

Please review this Master Agreement carefully and retain it for your records. As you add services in the future, they will also be covered by the terms and conditions contained in this Master Agreement. IBERIABANK may change the terms and conditions of services provided under this Master Agreement. Your continued use of the services constitutes your acceptance of the change. As new services are added to IBERIABANK's treasury management product suite, this Master Agreement may be updated to include the terms and conditions for that new service or you will be provided separate terms and conditions prior to the enrollment of that service.

GENERAL TERMS AND CONDITIONS

The following terms and conditions are applicable to all Services provided to Customer hereunder:

1. **DEFINITIONS.** The following definitions apply when the following terms are used in this Master Agreement:

“Account” means any deposit, loan, or other account maintained by Customer with Bank which is eligible for any Service and which is used or affected in connection with the use of any Service.

“Account Disclosures” means any and all agreements, disclosures or other documents between Customer and Bank which govern any of Customer’s Account(s) and which were provided to Customer when Customer opened such Account(s), each as may be amended.

“Authorized Account” means Account(s) designated by Customer in the Service Document, as may be amended, that Bank may credit or debit for a particular Service pursuant to this Master Agreement. In the absence of any such designation, any Account is an Authorized Account.

“Authorized User” means any person or entity authorized by Customer to use any Service or to access any Customer Account, or any person or entity reasonably believed by Bank to have been authorized by Customer to use any Service, including, without limitation, any person or entity to which Customer has provided Security Credentials to, or any person or entity knowing or in possession of Customer’s Security Credentials, without regard to whether such person or entity gained access to or possession of the Security Credentials from Customer, unless Customer has notified Bank of such, and/or any person or entity expressly authorized to use any Service. Any Authorized User shall continue to be an Authorized User unless and until Customer has notified Bank, as set forth herein, that such person or entity is no longer an Authorized User and until Bank has had a reasonable opportunity to act upon such notice.

“Bank” means and refers to, IBERIABANK and its successors and assigns.

“Business Day” means a day on which Bank is open to the public for carrying on substantially all of Bank’s business for a particular Service, and generally excludes Saturday, Sunday or holidays.

“Customer” means and refers to, the party executing this Master Agreement.

“Direct Transmission” means the secure file transfer protocol (FTP) data transmission service that securely exchange files between Customer and Bank at various levels of security as established by Customer in the Service Documentation.

“Equipment & Software” means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), operational manuals, records, files, systems, marks, designs, inventions, processes, improvements and enhancements to inventions and processes, formulae, Security Credentials, technological and procedural information, data, any of the foregoing specially customized, created or developed for Customer's use of the Services, and/or any other thing of a proprietary nature which is developed, created, or provided by Bank or its service providers, as applicable, for use in connection with any Service.

“Security Credentials” means, without limitation, any security code, password, personal identification number, user identification technology, certificate, or other means, or method of authentication, identification or verification used in connection with a Security Procedure.

“Security Procedure” means any process or procedure established between Customer and Bank for the purpose of verifying that communications, orders, instructions, or inquiries regarding a Service transaction or other Service activity are those of Customer, and/or for the purpose of authenticating Customer or its Authorized Users in connection with Customer's use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services, which process or procedure may or may not involve the use of a Security Credentials, as set forth in any applicable Service Term or Service Documentation.

“Service” or *“Services”* means any feature, functionality, product, and/or service provided, managed, or administered by or through Bank’s Treasury Management Services department, as evidenced by and/or described in any Service Term or Service Documentation.

“Service Documentation” means any enrollment forms, implementation documentation, instructional materials, manuals, documents, records, files, procedures or exhibits relating to the use of any Service, as may be amended, whether provided by Bank electronically or in paper form.

“Service Terms” means and refers to any document or agreement required or approved by Bank which describes any particular Service and which sets forth particular terms and conditions of such Service, as may be amended.

“U.C.C.” means the Uniform Commercial Code as in effect in the state governing Customer’s Account.

2. ENROLLMENT IN SERVICES. In order to enroll for and use a Service, Customer may be required to complete Service Documentation or provide other requested information and specifications regarding the use of the Service. By enrolling for the use of any Service, Customer accepts and agrees to the terms and conditions of this Master Agreement as may be in effect. Bank, in its sole discretion, may not set up the Service until Bank has determined that Customer has accepted or executed any applicable Service Documentation or otherwise provided all requested information, and until Bank has had a reasonable opportunity to activate the Service. In any event, Customer agrees that the use by Customer or any Authorized User of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to all terms and conditions governing the use of such Service as may then be in effect, whether set forth in the Master Agreement, including any applicable Service Term, or any other separate agreement prescribed by Bank. The terms of any Service Documentation provided to Customer supplement and are incorporated into the terms of this Master Agreement and constitute part of the agreement between Customer and Bank for the use of the applicable Service(s), and Customer agrees to observe and comply with all of such terms. In the event of a conflict between the General Terms and Condition of the Master Agreement and those of any Service Term, the terms of the Service Term shall govern and control with respect to the Service at issue.

3. CUSTOMER ACCOUNT(S). Customer will at all times maintain one or more Accounts with Bank. Bank reserves the right to determine the eligibility and/or ineligibility of any Account for any Service, in Bank's sole and absolute discretion. Customer will at all times maintain collected balances sufficient to reimburse Bank for all items, orders for payment, and other amounts which Bank may pay on Customer's behalf or that are chargeable to Customer in connection with any Service, including all fees for the use of a Service. Each Account shall be subject to the terms and provisions of the Account Disclosures.

4. CHARGES AND FEES. Customer agrees to pay all fees, charges, and assessments imposed by Bank for use of the Services, as set forth in a pricing pro forma or in Bank's fee schedules, as amended. Bank, in its discretion, may collect any fees, charges, assessments, taxes, and commissions due from Customer by debiting any Customer Account via Account Analysis billing process, or by charging Customer's Account.

5. EQUIPMENT & SOFTWARE. Except as otherwise expressly provided in any Service Term, Customer, at Customer's expense, is responsible for obtaining and for properly installing, maintaining, and securing all internet services, computer hardware and software (and any and all necessary upgrades thereto), and any other equipment necessary for Customer to access and use the Services. Customer agrees that Customer's equipment and third party services shall at all times meet or exceed the minimum specifications prescribed by Bank for use of the Services.

To the extent that Bank provides any Equipment & Software to Customer, Customer agrees as follows: (i) the Equipment & Software shall be installed and used in accordance with the instructions provided by Bank, as modified or amended; (ii) all right, title and interest in and to any and all Equipment & Software shall be and remain the property of Bank or the third party provider of such Equipment & Software, as applicable; (iii) unless otherwise expressly authorized in writing by Bank, Customer may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, or create derivative works of any Equipment & Software; and (iv) upon the termination of a Service for any reason, or at any time upon request by Bank, Customer shall return to Bank in good condition any and all Equipment & Software.

6. SECURITY PROCEDURES.

6.1. Commercially Reasonable Security Procedures. As to any Security Procedures agreed to by and between Customer and Bank with respect to any Service, Customer represents and warrants that Customer has reviewed the transactions and activity that Customer will effect through the Service, and agrees that the Security Procedures, including (without limitation) any Security Credentials used in connection therewith, constitute commercially reasonable security procedures under applicable law for the transactions to be undertaken.

6.2. Reliance on Security Procedures. Customer authorizes Bank and its service providers to follow any and all instructions entered and transactions initiated using applicable Security Procedures. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's Account, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all transactions and activity affected through the Service through the use of such Security Procedures, whether authorized or unauthorized. Further, Bank shall not be liable for losses resulting from fraudulent or unauthorized transactions by individuals who Bank believes, in good faith, to be authorized to utilize the Services on Customer's behalf. Customer further acknowledges and agrees that the Security Procedures are generally designed to verify the authenticity of instructions received by Bank and to control access to information and the Service and are not designed to detect errors in the content or transmission of instructions or information.

6.3. Security Credentials. Customer agrees to keep all Security Procedures and Security Credentials protected, secure, and strictly confidential and to provide or make available the same only to Authorized Users. Customer agrees to instruct each Authorized User not to disclose or provide any Security Procedures or Security Credentials to any unauthorized person. Upon the request of Bank, or as provided in any applicable Service Term, Customer shall designate a security administrator to whom Bank may distribute Security Credentials and with whom Bank may otherwise communicate regarding Security Procedures. Customer's security administrator shall have responsibility to distribute Security Credentials to Authorized Users and to ensure the proper implementation and use of the Security Procedures by Authorized Users. Customer agrees to notify Bank immediately, if Customer believes that any Security Procedures or Security Credentials has been stolen, compromised, or otherwise become known to persons other than Authorized Users or if Customer believes that any Service transaction or activity is unauthorized or in error. Notwithstanding the foregoing, Customer is and shall remain responsible for any transactions made by such Authorized Users or their designees until Bank has received such notification and has had a reasonable opportunity to act upon such notice.

6.4. Authorized Users. Each Authorized User is authorized to conduct any transaction within the scope of this Master Agreement and, unless otherwise expressly provided in the applicable Service Term, any Authorized User may act alone. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Authorized User shall change or be revoked. Customer agrees that Bank may rely upon any written signature if in good faith believed by Bank to be the genuine signature of an authorized representative of Customer as set forth in the Corporate Resolution or Treasury Management Authorization Certificate.

6.5. Dual Controls. For certain Services, Bank offers and recommends the use of a dual-control Security Procedure for the administration of online access and the authorization and release of transactions. Should Customer choose to utilize a single-user control, Customer accepts the risk and liability associated with any payment order issued on Customer's behalf and Customer acknowledges that the Security Procedures were commercially reasonable.

6.6. Modification of Security Procedures. Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Credentials, at any time in Bank's sole discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures and/or continued use of the Service after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

6.7. Customer's Obligation upon Security Breach. In the event of the breach of any applicable Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the Security Procedure. Customer further agrees to provide to Bank with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be deemed an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank. Upon discovery of any applicable breach or suspected breach of any applicable Security Procedure, Bank may limit or suspend certain Services or access to certain Services in order to protect the security of Bank's systems and assets. Customer agrees to take all reasonable remediation steps and provide any certifications or reports as requested by Bank in order to gain full access and use of the Services.

6.8. Service Limitations and Restrictions. Bank reserves the right to establish, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions, the types of Accounts that are eligible for Services, and other matters relating to the Services based on factors deemed significant by Bank in its sole discretion. Customer agrees to abide by and be bound by all limitations and restrictions imposed by Bank, and Customer acknowledges and agrees that such limitations and restrictions are for the sole protection of Bank. Bank will endeavor to provide Customer with reasonable notice of limitations and restrictions (except to the extent that the confidentiality thereof is necessary to maintain the security of Bank's systems); provided, that Bank may impose immediate limitations and restrictions, or make changes thereto, without advance notice to Customer if Bank, in its judgment and discretion, believes the same to be necessary or desirable to protect the security of Bank's systems and assets.

7. CUSTOMER'S INTERNAL SECURITY CONTROLS.

7.1. Protection of Systems. Customer is solely responsible for maintaining the physical, electronic, procedural, administrative and technical security of data and systems in Customer's possession or under Customer's control. Bank is not

responsible for any computer viruses (including, without limitation, programs commonly referred to as malware, keystroke loggers and/or spyware), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained through the use of any electronic Service is obtained at Customer's own discretion and risk, and Bank is not responsible for any damages to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's hardware, software or operating systems, and for protecting, securing and backing up any data and information stored in or on Customer's operating systems.

7.2. Protection of E-Mail. Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). Customer agrees to educate Authorized Users, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Credentials, or any sensitive or confidential information. In the event that Customer receives an email or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its Authorized Users, agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.

7.3. Fraud Detection and Positive Pay. Bank makes certain procedures, products or services available to Customer that are designed to detect and/or deter check or other fraud, such as the Positive Pay Service. While no product or service can eliminate the risk of fraud, certain products and services may reduce the likelihood of certain types of fraud. Customer holds a duty of ordinary care to Bank in protecting Customer's financial information and preventing fraud, therefore Bank strongly recommends that Customer implements and uses any fraud-mitigating products or services recommended by Bank.

8. REPRESENTATIONS AND WARRANTIES. Customer represents and warrants to Bank, as of the date that the Master Agreement is accepted by Customer and at each time any Service is utilized or performed, that:

- (i) Customer is validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in all applicable jurisdictions;
- (ii) Customer has all requisite power and authority to execute and deliver, and to perform its obligations under this Master Agreement and each Service used or performed by it;
- (iii) The person who accepts this Master Agreement, and any person who accepts, completes or executes any Service Documentation, has been duly authorized to do so, and this Master Agreement, together with applicable Service Terms, constitutes its legal, valid and binding obligation of Customer and is enforceable against Customer in accordance with its terms;
- (iv) Any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Master Agreement has been obtained;
- (v) All information provided by Customer to Bank in respect of Customer's business affairs and financial condition is accurate and complete and truthfully reflects the business and financial condition of Customer as of the period(s) covered by such information;
- (vi) Any and all information and data provided by Customer, or by Customer's Authorized Users, employees, agents, and/or representatives, to Bank in respect of any Service is accurate, complete, and without error, and Bank may rely thereon without verification in the performance of Bank's duties and responsibilities under this Master Agreement and in the execution of any transaction, activity, or inquiry; and
- (vii) Customer is not a "consumer" and Customer will use each Service solely for its own internal business purposes, and not for personal, family or household purposes.

9. CUSTOMER'S OBLIGATIONS.

9.1. Customer Qualification and Identification. Prior to Customer's use of any Service, Customer agrees to promptly provide Bank certain financial and other information or documentation requested by Bank, including information or documentation regarding any system administrator or Authorized User, determining Customer's eligibility and/or qualifications for any Service, or for Bank's compliance with applicable laws and regulations.

9.2. Compliance with Law. Customer agrees to comply with (i) all applicable laws and regulations in connection with Customer's use of the Services, (ii) operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which Bank participates and/or which process Service transactions, including, but not limited to

the operating rules of the National Automated Clearing House Association (“NACHA”); (iii) Office of Foreign Asset Control (“OFAC”) sanction laws, (iv) the United States Foreign Corrupt Practices Act of 1977, as amended, and (v) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001), as amended and all rules and regulations promulgated thereunder.

9.3. Prohibited Uses. Customer agrees not to use or attempt to use any Service (i) to overdraw any Customer Account (unless and only to the extent that Customer has overdraft rights or privileges pursuant to an express written agreement with Bank), (ii) to exceed any credit limit on any credit Account, (iii) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (iv) to breach any contract or agreement by which Customer is bound, or (v) to engage in any online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (vi) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer’s use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Master Agreement.

9.4. Review of Information. Customer agrees to promptly and regularly review Account, transaction, and activity information that is made available through applicable Services and to notify Bank immediately of any errors or suspected unauthorized transactions or activity, according to notification procedures prescribed by Bank. Customer agrees not to rely on or act upon any data or information obtained through the Services that Customer knows, or has reason to know, is erroneous, incomplete, or not current.

10. NO OBLIGATION TO LEND; OVERDRAFTS. Customer acknowledges and agrees that nothing in this Master Agreement or any course of dealing between Bank and Customer shall be deemed to constitute a credit facility, or to create any commitment or obligation on the part of Bank to lend funds to Customer. Bank may, but shall not be obligated to, process any item or complete any transaction in connection with providing the Services if there are insufficient available funds in Customer’s Account(s) to complete the transaction. In the event Bank decides (in Bank’s sole discretion) to process an item, transaction or instruction that exceeds the amount of available funds in the designated Account or would reduce the balance of the available funds in the designated account below any required minimum balance, Customer agrees to reimburse Bank on demand for (i) the full amount of any overdraft or other shortfall created by that item, transaction or instruction, (ii) all overdraft fees and charges Bank may impose, (iii) interest on the amount of the overdraft or other shortfall at the rate Bank may impose for the day the overdraft or other shortfall was created and for each following day until the overdraft or other shortfall has been paid, and (iv) all costs and expenses (including, without limitation, attorney’s fees) Bank incurs in collecting the overdraft or other shortfall, or any fees, charges or interests relating to it.

11. BANK’S RIGHT OF SET-OFF; SECURITY INTEREST. In addition to Bank’s other rights and remedies, Bank has the right to set off the unpaid balance of any amount owed Bank in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any funds held at any time by Bank, whether collected or in the process of collection. Bank shall have the right of set-off against any Account or any line of credit or other borrowing arrangement with Customer, and Bank shall have the right to enforce its interests in collateral that secure any debts of Customer now or hereafter owing or existing. In addition, Customer hereby assigns, conveys, delivers, pledges and grants a security interest to Bank in all of Customer’s right, title and interest in and to, all of Customer’s Accounts, moneys, securities and other investment property now or hereafter in the possession of or on deposit with, or in transit to, Bank or its direct or indirect subsidiary or affiliate.

12. THIRD PARTY SERVICE PROVIDERS. Customer acknowledges and agrees that Bank, in its sole and absolute discretion, may arrange for certain Services, or elements or features thereof or products relating thereto, to be provided to Customer by one or more third parties that are unaffiliated with Bank.

13. ELECTRONIC RECORDS AND SIGNATURES. Customer agrees and consents to enter into this Master Agreement and accept any other agreements, acknowledgements, documents, terms and conditions or information electronically and otherwise to transact Service business with Bank electronically, as Bank directs or requires. Customer agrees that Customer’s electronic consent using the method required by Bank to accept service terms, conditions, and/or disclosures constitutes Customer’s electronic signature and signifies Customer’s intent to be bound. To the extent that any Service provides for the use and delivery of electronic records, Customer consents to the receipt of electronic records of Service information, documentation, and data in lieu of a paper copy thereof. Customer agrees that Customer shall not alter any electronic information, data, or records furnished by Bank, and Customer agrees that Bank’s record of any such information, data, or records is the best evidence of the information set forth therein. Bank reserves the right to furnish to Customer, and the right to require Customer to furnish to Bank, writings or paper copies of information or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in Bank’s discretion.

14. CONFIDENTIAL INFORMATION. Customer acknowledges that this Master Agreement, the Service Documentation, Security Procedures and all documents, materials, data and/or information, in whatever form or format, which relate to any Service (“Confidential Information”) contains valuable, confidential, proprietary and protectable information that belongs to Bank, or its third party service providers. Customer shall keep all Confidential Information confidential and shall not disclose

or otherwise make any Confidential Information available to any person other than Customer's employees who are actively and directly participating in the use of the Services or any agents who need to know such information in order for Customer to use the Services. Customer shall cause any employee or agent who has access to Confidential Information to observe and comply with the terms of Customer's confidentiality obligations. Customer's obligations of confidentiality as set forth herein shall continue after termination of the Master Agreement or any specific Service.

15. MONITORING AND BACKUP. Customer agrees that Bank may record, retain, and/or monitor any information, data, or communications, including, without limitation, telephone conversations, made in connection with this Master Agreement or any Services without further notice. All such information, data, and communications shall be and remain the property of Bank. Notwithstanding the foregoing, Bank shall have no obligation to store, retain or backup any information, data or communications and Customer acknowledges and agrees that Customer is responsible for the maintenance and storage of Customer's own data and other information created through Customer's use of any Service.

16. DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY & INDEMNIFICATION.

16.1. Standard of Care. Bank's responsibility to Customer under this Master Agreement and in the performance of its duties and obligations with respect to any Service is limited to the exercise of ordinary care and good faith. If Bank substantially complies with the terms, conditions, and provisions set forth in this Master Agreement, Bank shall be deemed to have exercised ordinary care and good faith. Customer agrees that clerical errors and mistakes do not constitute a failure to exercise ordinary care or to act in good faith.

16.2. DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BANK AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES AND/OR TO THE EQUIPMENT & SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

BANK MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (II) THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR (III) ANY ERRORS IN TECHNOLOGY OR SERVICES WILL BE CORRECTED. BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY OR RELIABILITY OF ANY THIRD PARTY INFORMATION OR DATA THAT CUSTOMER OBTAINS THROUGH THE USE OF THE SERVICES. Customer further acknowledges and agrees that no advice, statement, or information, whether oral or written, obtained by Customer from Bank or its representatives, or through or from Customer's use of any Service shall create any warranty, representation, promise, or agreement on the part of Bank not expressly stated in this Master Agreement or in any applicable Service Term.

16.3. Limitation of Liability. To the fullest extent permitted by law, and except as otherwise expressly provided by the terms of this Master Agreement or any applicable Service Term (and only to the extent so provided), the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct or bad faith. In no event shall Bank be liable to Customer for any incidental, special, indirect, punitive, exemplary, or consequential damages, including, without limitation, lost profits, loss of use, loss of data or attorneys' fees, in connection with the Services, regardless of whether Bank was advised, had reason to know, or in fact knew of the possibility thereof. These limitations will apply to all causes of action, whether arising from breach in contract, tort, strict liability, or otherwise.

16.4. Indemnification. Except for those losses caused directly by Bank's gross negligence or intentional acts, Customer agrees to indemnify, defend, and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses, including, without limitation, reasonable attorneys' fees, arising from or related in any way to (i) any Service transaction or activity performed in compliance with Customer's instructions or directions, (ii) Bank's action or inaction in reliance upon any instructions or information received from any Authorized User or any other person reasonably believed by Bank to be an authorized user of Customer, (iii) any Service transaction, inquiry, or activity initiated using Security Procedures, whether or not the person initiating such transaction, inquiry, or activity is an Authorized User or other authorized representative of Customer, (iv) breach by Customer or any of Customer's agents, representatives, employees, service providers, or contractors of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Master Agreement, and/or (v) breach or violation by Customer or any of Customer's agents, representatives, employees, service providers, or contractors of applicable laws, rules or regulations.

16.5. Non-performance or delays in Service. Customer agrees and acknowledges that the performance and completion of Services may be subject to Bank's or any third party service provider's business hours of operation. Furthermore, Bank shall not be responsible for any non-performance or delay in performance of any of Bank's obligations or responsibilities hereunder nor shall Bank be liable to Customer for any losses, costs, expenses, liabilities, claims or damages whatsoever, if such delay or non-performance was caused by any scheduled and unscheduled maintenance events regarding the Services or Bank's system or cause in whole or in part from circumstances beyond Bank's reasonable control, including, but not limited to: (i) any federal or state law, regulation or rule, or the order of any court of competent jurisdiction; (ii) any processing network, internet or email network, funds transfer system, or clearinghouse operating rule or regulation; (iii) any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment or computer failure or malfunction, material shortage, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction; (iv) stoppages of the U.S. Postal Service and/or commercial carriers, or acts, omissions, or errors of any carrier and/or agent operating between Customer and Bank and/or any other party participating in transactions or activity contemplated by this Master Agreement; or (v) any incorrect, unauthorized, or fraudulent use or other fraud by any person other than Bank's employees.

17. TERMINATION AND SUSPENSION OF SERVICES OR TRANSACTIONS.

17.1. Customer's Right of Termination. Except as otherwise expressly provided in any Service Term, Customer may terminate this Master Agreement or Customer's enrollment in and use of any Service at any time upon at least thirty (30) days' prior written notice to Bank (unless Customer is in contract). Customer agrees that Bank shall have a reasonable opportunity to act upon any termination notice submitted by Customer. Upon Customer's termination of any Service, Bank reserves the right to complete or cancel, in Bank's sole and absolute discretion, any pending transactions, activity, or inquiries in any terminated Service.

17.2. Bank's Right of Termination or Suspension of Services. Except as otherwise expressly provided in any Service Term, Bank may terminate Customer's enrollment in and use of any Service at any time upon at least thirty (30) days' prior written notice to Customer; provided, that Bank may terminate or suspend any or all Service(s), including, without limitation, any pending transactions, activity, or inquiries, immediately and without prior notice to Customer if:

(i) Customer is in breach or has defaulted in any warranty, representation obligation, covenant, or condition of this Master Agreement or any other agreement or arrangement with Bank, or if Bank determines, in Bank's sole discretion, that Customer has abused its privileges under this Master Agreement with regards to any Service;

(ii) Customer fails to provide sufficient financial information reasonably requested by Bank, or any report, data, information, certificate, or financial statement provided by Customer shall prove to be false or misleading as of the time furnished;

(iii) Customer suspends business, becomes insolvent, or files, or has filed against it, any bankruptcy or other insolvency, reorganization, rearrangement, liquidation, receivership, dissolution or like proceeding;

(iv) Customer fails, or admits in writing to Customer's inability, to pay such Customer's debts generally as they become due;

(v) In Bank's discretion and judgment (A) there has been an adverse change in Customer's financial or business condition or (B) Customer does not have sufficient available funds in its Account on any settlement date in connection with a Service, or (C) Bank deems itself or its assets insecure or at unreasonable exposure or risk with respect to any Service transaction, activity, or inquiry; or

(vi) Bank reasonable believes that the continued provision of Services in accordance with the terms of this Master Agreement would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss.

17.3. Bank's Right to Delay or Refuse to Process Transactions. Bank reserves the right, in its sole and absolute discretion, to delay and/or refuse to process any item, transaction or instruction with respect to any Service that (i) does not comply with the terms of and conditions of this Master Agreement and/or Service Documentation (ii) is not complete, correct and current, (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) relates to an Account that has been closed or exceeds the amount of available funds in the relevant Account or would reduce the balance of the available funds in the relevant Account below any required minimum balance, unless Bank agrees to extend Customer credit in a separate written agreement, (v) Bank, in good faith, believes such transaction or instruction is not genuine or authorized, conflicts with another instruction or relates to funds or an Account over which there is a dispute, (vi) Bank suspects a possible breach in the confidentiality of a Security Procedure or relates to an Account or Service that Bank suspects is being used for, or is the target of, fraudulent or illegal activity, or (vii) might cause Bank to violate applicable law or otherwise expose Bank to liability.

17.4. Survival of Obligations. No termination of any Service for any reason shall relieve Customer of any liability for Customer's obligations which have accrued prior to the effective time of termination or for Customer's obligations and duties

hereunder which by their nature or by express provision are intended to survive termination. Following any termination of a Service, Customer shall pay or perform any and all related outstanding obligations, and return to Bank any and all related Equipment & Software and Confidential Information, promptly upon Bank's demand. No termination or suspension of any Service by Bank, and no failure on the part of Bank to demand payment or performance of any outstanding obligations, shall limit Bank's right to pursue any recourse and remedies available to Bank in the event of breach by Customer of any terms, provisions, or conditions of this Master Agreement. Customer's obligations and liabilities under or relating to this Master Agreement shall survive the termination of this Master Agreement and/or the termination of any applicable Service for any reason

18. NOTICE.

18.1. Notices to Bank. Subject to the following provisions of this section, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Customer to Bank pursuant to this Master Agreement or with respect to any Service shall be in writing and shall be delivered by personal or hand delivery, nationally recognized express overnight delivery service (with charges therefore prepaid), or certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed received upon receipt, if hand or personally delivered, the next Business Day after the notice has been deposited with a nationally recognized express overnight delivery service, or the third Business Day after the notice has been deposited with the United States Postal Service. Customer shall transmit notices to the following address:

IBERIABANK
Attn: Treasury Management Department
8201 Preston Road, Suite 200
Dallas, Texas 75225

18.2. Notices to Customer. Customer agrees that Bank may deliver notices to Customer in writing or electronically (through email or through notices sent via the Online Banking Service) by using the physical address, mailing address, or e-mail address provided by Customer or the address which Bank reasonably believes to be the correct contact information for Customer based upon Bank's records, or by providing the notice with an Account statement or through a particular Service. Any notice Bank sends you will be effective when sent or when Bank otherwise makes the notice available through an online service. Customer agrees to frequently and regularly review Customer's e-mail and review notices included with periodic Account and Service statements to ensure that Customer is aware of current terms, conditions, and information relating to the Services.

19. DISPUTE RESOLUTION.

19.1. ARBITRATION. AS DETAILED IN THE FOLLOWING PARAGRAPHS, UNDER THIS PROVISION, BOTH BANK AND CUSTOMER EXPRESSLY WAIVE RIGHTS TO PURSUE OR RESOLVE DISPUTES BETWEEN THEM IN COURT OR IN A CLASS ACTION (REGARDLESS OF WHETHER THAT CLASS ACTION IS BROUGHT IN COURT OR IN ARBITRATION).

DISPUTES, CLAIMS, OR CONTROVERSIES (HEREINAFTER "DISPUTES") BETWEEN OR AMONG THE PARTIES TO THIS MASTER AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION. DISPUTES SHALL INCLUDE ALL CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, ANY SERVICE TERM, ANY SERVICE, AND/OR ANY ACTION TAKEN (OR ANY OMISSION TO TAKE ANY ACTION) IN CONNECTION WITH THE FOREGOING. DISPUTES SHALL BE SUBJECT TO BINDING ARBITRATION REGARDLESS OF THE NATURE OF THE CAUSES OF ACTION ASSERTED OR THE RELIEF OR REMEDY SOUGHT. DISPUTES HEREUNDER INCLUDE NOT ONLY DISPUTES THAT BANK AND CUSTOMER MAY HAVE AGAINST EACH OTHER, BUT ALSO DISPUTES THAT BANK AND CUSTOMER MAY HAVE AGAINST EACH OTHER'S AFFILIATES, PREDECESSORS, SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES.

BANK AND CUSTOMER AGREE THAT ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND THUS THE PARTIES WAIVE ANY RIGHT TO HAVE DISPUTES TRIED BEFORE A JUDGE OR A JURY.

Because this arbitration provision is made pursuant to transactions involving interstate commerce, the parties acknowledge and agree that it shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*, as the same may be amended. The party pursuing Disputes in arbitration must pursue the Disputes before the American Arbitration Association ("AAA") under the AAA Commercial Finance rules (the "Commercial Finance Rules"). The Commercial Finance Rules and related forms may be obtained from and Disputes may be filed at American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, 800-778-7879, www.adr.org. Any arbitration hearing shall be held at a place chosen by the arbitrator(s) or AAA within the federal district in which Customer's principal place of business is located, or at some other place to which Bank and Customer agrees in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

In arbitration, resolution of Disputes shall be based solely upon the laws of the state in which the Account(s) resides and, where applicable, the United States. The arbitrator or arbitrators may not add to, modify, invalidate, or ignore any provision of this Master Agreement, any applicable Service Term or the controlling law. Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding. In the event of any conflict between the Commercial Finance Rules and this arbitration provision, the terms of this arbitration provision control.

This arbitration provision shall survive termination of this Master Agreement and any Service Term. If any portion of this provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

19.2. WAIVER OF CLASS ACTION. BANK AND CUSTOMER ALSO AGREE THAT NEITHER PARTY WILL BE ABLE TO PURSUE DISPUTES AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) IN COURT OR IN ARBITRATION, AND THE PARTIES WAIVE THE RIGHT TO DO SO. IF THE PRECEDING SENTENCE IS HELD TO BE INVALID BY A COURT OF LAW, THEN ANY CLASS OR REPRESENTATIVE ACTION WILL NOT BE RESOLVED THROUGH ARBITRATION AND WILL BE RESOLVED IN COURT.

19.3. WAIVER OF JURY TRIAL. IN THE EVENT THAT THE FOREGOING BINDING ARBITRATION PROVISION IS DEEMED UNENFORCEABLE, AND THUS BANK AND CUSTOMER ARE REQUIRED TO LITIGATE IN COURT, BANK AND CUSTOMER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES, WHETHER ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, ANY SERVICE TERM, ANY SERVICE OR OTHERWISE, BROUGHT BY EITHER PARTY AGAINST THE OTHER.

19.4. Governing Law. This Master Agreement shall be construed in accordance with and governed by the internal laws of the state in which the Account(s) resides (without regard to conflict of law principles) except as required by mandatory provisions of law, foreign or otherwise.

20. ADDITIONAL TERMS AND CONDITIONS.

20.1. Amendments. Bank shall have the right to modify, amend, change, or supplement the terms of this Master Agreement, including any Service Term and the fees, charges, and other terms and conditions applicable to the Services, at any time in Bank's discretion upon written or electronic notice to Customer as set forth in Section 18.2 above. Customer agrees that a summary of any change in terms is sufficient notice. Any changes made by Bank shall be effective as provided in Bank's notice. Customer agrees that Bank may in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services and/or make any changes that are in Customer's favor without notice to Customer. If Customer does not agree to any change or amendment, Customer must discontinue its use of the Services. By using any Service after any such change or amendment, Customer agrees to and consents to that change or amendment. Customer may in no way alter, modify, amend, or supplement this Master Agreement or any other document or agreement constituting a part of this Master Agreement, without Bank's prior express written agreement and consent in each instance.

20.2. Entire Agreement. The terms, conditions and provisions of all applicable Service Terms and Service Manuals are hereby incorporated into this Master Agreement and made a part hereof by reference. This Master Agreement and all applicable Service Terms constitute the entire understanding to date of the parties hereto regarding the Services and supersede all prior and contemporaneous oral and written agreements of the parties thereto with respect to the Services, except that the Master Agreement supplements, but does not replace, other agreements, terms and conditions governing Customer's Accounts and/or any other services used by Customer in relation to Customer's Accounts (including, without limitation, the deposit agreement governing Customer's Accounts). In the event of a conflict between the terms of this Master Agreement and those of any other agreement, the express terms of this Master Agreement, or the terms of any Service Term or Service Manual, as applicable, shall control with respect to the Services.

20.3. Assignment. Customer may not assign or transfer this Master Agreement, or any of Customer's rights hereunder, in whole or in part, whether voluntarily, involuntarily or by operation of law or otherwise, including (without limitation) by merger, consolidation, dissolution, sale of a controlling interest or otherwise, without Bank's prior written acknowledgement and consent, which may be granted or withheld in Bank's absolute discretion. Bank may assign this Master Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities or duties hereunder, to any third party or parties in Bank's discretion and without notice to Customer.

20.4. Severability. If any provision of this Master Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20.5. Headings. The descriptive headings of the sections of this Master Agreement are for convenient reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

20.6. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Master Agreement shall not be construed to confer any rights or remedies upon any person not a party to this Master Agreement, whether as a third party beneficiary or otherwise, against Customer or Bank, their respective successors, assigns, and/or affiliates.

20.7. Waiver. A failure or delay on the part of Bank in exercising any right, power or remedy under this Master Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. Where this Master Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such action or inaction shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise.

20.8. Construction. This Master Agreement shall be interpreted and construed in an impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof. All personal pronouns used in this Master Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

20.9. Successors and Assigns. This Master Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

SERVICE TERMS AND CONDITIONS

INFORMATION REPORTING/LIQUIDITY SERVICES

ONLINE BANKING SERVICE

These Terms and Conditions provide information on the use of the IBERIABANK TreasuryConnect Service® and the IBERIABANK BusinessConnect ServiceSM described below (the "Online Banking Service").

1. DESCRIPTION OF ONLINE BANKING SERVICE. By accessing either the TreasuryConnect or BusinessConnect service, Customer may perform any or all of the services described herein and selected for use in the Service Documentation and that Bank has approved for Customer's use. Bank reserves the right to reject Customer's service elections or refuse or limit Customer's access to or use any part of the Online Banking Service from any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion introduce new features of the Online Banking Service but is not required to notify Customer of the availability of any such new features. Customer will have to certain reporting and Service modules, as applicable, which include, but may not be limited to, the following:

1.1 Account Information and Balance Reporting. Balance reporting allows Customer to review the balances and transaction history in Customer's Account(s) for a designated period. Customer may also view images of deposit tickets, deposit items and paid checks, scheduled payments and various reports regarding Account(s) or other services. In addition, Customer shall be able to view and download current and historical periodic Account statements and certain notices regarding such Account(s).

1.2 Account Transfers. Account Transfers allows Customer to make intra-bank fund transfers between Customer's checking, savings and loan Accounts. Transfer amounts are limited to the available funds in the Account(s) on the effective date of the transfer. The number of transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulation. Transfers between Accounts shall be subject to the applicable Account Agreement. Customer is solely responsible for the review of the transaction report to ensure that the transaction was processed.

1.3 Stop Payment. Stop payments of checks drawn of Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account agreement to the contrary, Customer may initiate stop payment orders for an individual check or a range of checks.

1.4 Alerts and Subscriptions. Customer may choose to receive notifications related to specific events, balances or transactions. Some alerts and subscriptions are delivered on a regular schedule while others are sent in real time depending on the alert type and configuration. Customer understands and agrees that alerts may be delayed or prevented by various reasons. Bank will use reasonable efforts to provide alerts in a timely manner with accurate information; however, Bank neither guarantees

the delivery nor the accuracy of the contents of any alert. Customer agrees that Bank shall not be liable to Customer for any delays, failures to deliver, or misdirected delivery of any alert or for any errors in the content of an alert.

1.5 System Administration. Customer may perform account maintenance such as re-ordering checks, ordering copies of statements or paid items, changing address and phone numbers, and changing certain Security Credentials for Authorized Users.

1.6 Electronic Account Statement Service. Customer may elect to receive periodic Account disclosure information in electronic format, which includes, but is not limited to, periodic Account statements and other disclosures regarding particular Account(s). If Customer accepts online delivery of statements, Customer acknowledges that Customer will not receive a paper copy of any Account statement or disclosure.

1.6.1 E-Statement Delivery. If subscribing to the E-Statement service, a PDF version of the statement or notice will be made available in the Online Banking Service and shall constitute the legal statement of record. Customer is deemed to have received all statements and notices when posted in the Online Banking Service. Customer agrees to log onto the Online Banking Service at least once a month to review all Account statements and notices. Customer shall be responsible for examining all statements and notices and reporting any error or discrepancies in accordance with the Master Agreement and the Account Agreements.

1.6.2 History. Customer will have access to view the current statement as well as certain statement history.

1.6.3 Paper Copies. Paper copies of any Account statement may be provided upon request by Customer at the current fee for a duplicate statement.

1.7 ACH Origination. The ACH Service is a separate service governed by its own Service Terms. If Customer is an ACH originator, Customer may elect to use the Online Banking Service as the mechanism by which to submit ACH transactions for processing by Bank.

1.8 Wire Transfers. The Online Wire Transfer Service is a separate service governed by its own Service Terms. Customer may elect to use the Online Banking Service as the mechanism by which to wire transfers for processing by Bank.

1.9 Positive Pay. The Positive Pay Service is a separate service governed by its own Service Terms. Positive Pay functions are accessible through the Online Banking Service.

1.10 I-Pay. I-Pay services are subject to separate I-Pay Services Terms and Conditions. The I-Pay Services allows Customer to pay bills to most merchants, individuals and other institutions, set up recurring payments, and download the payment schedule. If Customer elects to use the I-Pay function, Customer will be provided the I-Pay Services Terms and Conditions upon first use of the service and the I-Pay Services Terms and Conditions shall be incorporated by reference herein.

1.11 Mobile Access. At Customer's request, Bank may make selected functions of the Online Banking Service (or other services accessed through the Online Banking Service) accessible through a mobile device.

1.12 Additional Access to Services. Bank may provide access to or reporting for additional Services, subject to the applicable Service Terms.

2. ONLINE BANKING SECURED BROWSER. In order to use the Online Banking Service, Customer must download and activate the secured browser designated by Bank on designated computers owned and controlled by Customer or its designated System Administrator(s) or Authorized User(s). The secured browser provides Customer a multi-layered security program, which runs a series of self-tests with the internet browser to determine if the browser has been corrupted, infected or subject to any information security attacks. In the event the secured browser detects any attempted code manipulation or tampering, the Online Banking Service will be disabled through that secured browser until Bank and Customer are able to verify the security of the Online Banking Service. In addition, the secured browser shall encrypt all data exchanged between the secured browser and other network sites.

3. COMPUTER EQUIPMENT. Customer shall be responsible for the installation, maintenance, and operation of any computer and internet browser software used to access the Online Banking Service. Customer bears sole responsibility and risk for any error, failure, or non-performance of Customer's computer system and networks. Bank shall not be responsible for any errors or failures from any malfunction of the computer or the software used to access the Online Banking Service, nor shall Bank be responsible for any electronic virus, viruses, worms, or similar software that Customer may encounter.

4. USER ACCESS. The Online Banking Service shall only be used by System Administrator and the Authorized Users identified by System Administrator. Customer agrees to take all necessary steps to ensure that the Online Banking Service is used in accordance with these Service Terms.

4.1 System Administrator Authorized Users. As part of the Online Banking Service implementation process, Customer shall designate a security administrator (the "System Administrator") who will have a broad range of responsibilities

with respect to Customer's secure use of the Online Banking Service, and Customer agrees that there will be a System Administrator at all times. Bank strongly recommends dual administration be set up for backup purposes and to perform initiator and approver type duties. Customer acknowledges that the responsibilities of System Administrator include, but are not limited to: (i) receiving and maintaining all Security Credentials for the Online Banking Service; (ii) designating Authorized Users, (iii) adding or removing eligible Accounts from Authorized User profiles; (iv) establishing limits, if any, on each Authorized User's authority to access specific information and/or conduct transactions; (v) promptly removing access for terminated employees or for employees no longer authorized to access or to perform specific duties, (vi) distributing and maintaining Security Credentials to Authorized Users, (vii) reviewing Authorized User access periodically to ensure access to the Online Banking Service is restricted to users who need it in the performance of their job functions and (viii) properly securing Customer's equipment and network systems to prevent inappropriate use. Bank may act on the instruction of System Administrator until Bank shall have received written notice to the contrary from an Authorized User. Bank shall be given a reasonable time to act on such written notice re-assigning the person designated as System Administrator.

4.2 Security Credentials. System Administrator and any Authorized Users will access Online Banking Service by supplying three Security Credentials: 1) "Company ID", 2) "User ID" and 3) "PIN." Upon entry of these Security Credentials, the system will authenticate the user.

4.3 Security Credential Protection. Customer agrees to keep all Security Credentials strictly confidential and establish and maintain all procedures necessary to assure that the Security Credentials will be maintained in the strictest confidence. Customer agrees to immediately notify Bank if Customer becomes aware of any of the following: (a) any loss, theft or suspected loss or theft of the Security Credentials of System Administrator or any Authorized User; (b) any unauthorized use of the Security Credentials, or of the Online Banking Service; (c) any failure by Bank to act on appropriate instructions received from Customer in connection with the Online Banking Service, which instructions or requests have been received and/ or transmitted through the Online Banking Service; or (d) any receipt and/or confirmation of instructions or requests which Customer did not place, or any similarly inaccurate or conflicting report or information received.

4.4 Audit Reports of Authorized Users. Online Banking maintains an audit log of all service activities for any Authorized User. Customer should review the audit logs regularly to validate that each Authorized User's activities are consistent with his or her business responsibilities.

4.5 Bank's Deactivation of Authorized Users. Customer acknowledges that Bank may suspend or delete any Authorized User without notice to Customer upon inactivity of the Online Banking Service.

5. ACCOUNT DESIGNATION. Customer must designate Authorized Accounts for use with the Online Banking Service. Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the services associate with any Account, by notifying Bank.

6. RELIANCE ON CUSTOMER INSTRUCTIONS.

6.1 Customer Instructions. Customer shall be responsible for the accuracy and completeness of all data and instructions entered or given by System Administrator, Authorized User or any other person using Customer's systems, equipment, or Security Credentials. Customer assumes full responsibility for the use or misuse of Customer's Security Credentials and agrees to be solely responsible for and to release Bank and hold Bank harmless from and against any liability arising from or related to, any unauthorized use of Security Credentials. Customer will be responsible for verification and approval of all instructions and requests entered through and under Customer's Security Credentials, and any instructions or requests received from Customer in connection with the Online Banking Service. All instructions received from Customer in connection with the Online Banking Service shall be deemed to be made at the time received by Bank and in the form received.

6.2 Authorization. By providing information necessary to execute transactions and otherwise following Bank's procedures for the execution of transactions through the Service, Customer authorizes Bank to perform those transactions. To the fullest extent allowed by law, Customer agrees to be bound by (i) any and all transactions and activity entered through the Online Banking Service using Security Credentials, whether authorized or unauthorized, and notwithstanding any dual or multiple signature requirements identified on corporate resolutions, the Treasury Management Services Authorization Certificate or Account Disclosures, and (ii) any and all transactions and activity entered through the Online Banking Service that are otherwise actually authorized, confirmed or ratified by Customer, or with respect to which Customer receives benefit. Bank's records demonstrating proper use of the Security Credentials and other applicable security procedures in connection with any Online Banking Service transaction or activity will be deemed conclusive proof that the transaction or activity was authorized and that Customer is bound by thereby. Customer agrees and intends that the authorization of transactions through the Online Banking Service shall be considered the same as Customer's binding written signature in authorizing Bank to perform any action relating to the transactions requested.

6.3 Acts of Authorized Users. Upon designation of an Authorized User, such authorization shall be considered unlimited in scope, amount and manner and (to the extent permitted by applicable law) shall extend to such persons' designees, until Customer has deleted or changed any applicable Security Credentials for such Authorized User.

7. INFORMATION PROVIDED THROUGH SERVICES. Customer acknowledges that financial information reported through the Online Banking Service at certain times throughout the day may not be accurate due to the timing and posting of debits, credits, and/or other fees. Therefore, the accuracy, completeness, timeliness or correct sequences of account information is not guaranteed by Bank. Customer acknowledges there may be delays, omissions or inaccuracy in such transmitted information. Customer agrees that Bank shall not have liability, contingent or otherwise, for the accuracy, completeness, timeliness or correct sequencing of information, or for any decision made or action taken by Customer in reliance upon the information transmitted, or for interruption of any data, information or other aspect of the Online Banking Service.

8. INTERNAL SECURITY PRACTICES. Customer bears sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software that ensure the security and integrity of Customer's computer systems and information protect against unauthorized use, intrusion, takeover or theft, and prevent Security Credentials from any unauthorized discovery or use. Customer is encouraged to consider purchasing insurance to cover internal information security losses.

LOAN SWEEP ACCOUNT SERVICE

These Terms and Conditions provide information on the use of the Loan Sweep Account Service described below (the "Loan Sweep Service").

1. DESCRIPTION OF LOAN SWEEP SERVICES. The Loan Sweep Service allows Customer to automatically pay down the outstanding principal balance of an established Line of Credit from an Authorized Account and receive credits to an Authorized Account through advances under the Line of Credit to maintain specified target balances.

2. DEFINITIONS. As used in these Service Terms, the following words or terms shall have the meanings set forth below:

"Excess Funds" means the amount by which the Collected Balance exceeds the Target Balance.

"Final Collected Balance" means the balance in Customer's designated Account after all items have been posted for the Business Day, minus the value of all funds in the process of collection and other similar accounting conditions that limit the availability of funds deposited into the Authorized Account.

"Line of Credit" means the line of credit provided by Bank to Customer as identified on the Service Documentation.

"Loan Documents" means the Note and any loan agreement, mortgage, security agreement or other document or instrument (excluding this Agreement) executed in connection with the Note.

"Note" means promissory note between Customer and Bank evidencing Customer's Line of Credit, as amended, modified or renewed.

"Overdraft" means any instance of a negative collected balance in Customer's deposit account(s).

"Target Balance" means the designated collected balance to be maintained in Customer's designated Account as reflected in the Service Documentation. The Target Balance may be changed after service activation by written agreement of Bank and Customer.

3. LOAN SWEEP PROCEDURE. Customer has requested that Bank establish the Loan Sweep Services between a designated Account and the Line of Credit as detailed more completely in the Service Documentation, as may be amended.

3.1 Transfer Instructions. During the term of the Loan Sweep Service the following instructions from Customer to Bank shall apply. At the close of each Business Day, Bank will review the activity in the designated Account and Line of Credit and will make transfers as follows:

3.1.1 Transfers from Line of Credit to Authorized Account. If the Final Collected Balance in Customer's Account is less than the Target Balance, Bank will extend credit to Customer by making an advance under the Line of Credit in an amount equal to the lesser of the: (a) difference between the Target Balance and the Final Collected Balance, or (b) the amount, if any, available under the Line of Credit. All advances under the Line of Credit made under the Loan Sweep Service and deposited in Customer's designated Account shall be evidenced by the Note. In no event shall Bank have any obligation to make advances under the Line of Credit in excess of the principal amount available.

3.1.2 Transfers from Authorized Account to Line of Credit. If the Final Collected Balance in Customer's designated Account exceeds the Target Balance and there is a loan outstanding under the linked Line of Credit, Bank will

debit the designated Account in an amount up to the amount of the Excess Funds, and will apply such Excess Funds to repay such amounts outstanding under the linked Line of Credit facility.

3.2 Limits. Bank may limit, without notice, the operation of this Loan Sweep Service, and may, in its sole discretion, refuse to perform a sweep transaction.

4. EFFECT ON LOAN DOCUMENTS. The terms of the Loan Documents are hereby modified to include the terms and provision of these Service Terms. However, these Service Terms are not intended to and shall not be construed to restate or supersede the Loan Documents or the respective rights and obligations of Customer and Bank as therein provided or any other agreement, terms, conditions, rules or regulations of Bank as may be applicable to the Line of Credit or the Account, including, without limitation, any requirements relating to minimum balances and service or other charges.

5. INTEREST AND PAYMENTS. Advances made by Bank under the Line of Credit shall bear interest at the rate set forth in the Note. Principal and interest are due and payable as set forth in the Note, and if not set forth in the Note, on the first day of each month and will be charged to the Authorized Account. By using the Loan Sweep Service, Customer authorizes and directs Bank to charge Customer's Account for all payments of principal and interest when due. In addition, all other fees and expenses due to Bank will be charged to Customer's designated Account. If there are insufficient funds in the Account to pay interest and/or fees and expenses due, Bank may, on behalf of Customer, make an advance under the Line of Credit to the extent Customer has availability thereunder. At the end of a Business Day, any Final Collected Balance in the designated Account shall be applied to the repayment of the amounts outstanding under the linked Line of Credit.

6. EVENT OF DEFAULT. Pursuant to the terms of the Loan Documents, Bank will not be obligated to make any advance under the Line of Credit if any event of default (as defined in the Loan Documents) or event which, with the passage of time, provision of notice or both, would constitute a default or an event of default shall have occurred.

7. TERMINATION. In addition to the parties' rights of termination in the Master Agreement, the Loan Sweep Service may be terminated by either party upon notice to the other party and effective after Bank has a reasonable time to act on such notice. Upon termination of the Loan Sweep Service, the transfer instructions set forth in Section 3 above and all other provisions stated herein shall no longer apply, and the terms of the Loan Documents shall thereafter govern the Line of Credit.

REPURCHASE AGREEMENT SWEEP SERVICE

These Terms and Conditions provide information on the use of the Repurchase Agreement Sweep Service described below (the "Repo Sweep Service").

1. Description of Service. Bank will provide to Customer a service, whereby on a daily basis Bank will automatically transfer excess funds from a specified Account and purchase an undivided interest in a pool of Securities with a simultaneous agreement by Bank to repurchase the Securities from Customer.

2. Definitions. As used in these Service Terms, the following words or terms shall have the meanings set forth below:

"Master Account" means the Account designated by Customer in the Service Documentation that funds will be swept from and deposited into regarding the Repo Sweep Service.

"Minimum Initial Investment" means the minimum amount of Investments that Customer is allowed to invest at one particular time as established by Bank in the Service Documentation.

"Repurchase Obligation" means Bank's obligation to repurchase the Securities pursuant to the terms set forth in Section 5 below.

"Securities" means securities issued by the United States Government or agencies thereof, or mortgage related securities as defined by the Secondary Mortgage Market Enhancement Act of 1984.

"Target Balance" means the designated collected balance to be maintained in the Master Account as specified by Customer in the Service Documentation.

"Threshold Amount" means \$1,000,000, provided that the Threshold Amount may be modified by Bank by a written notice delivered to Customer at least thirty (30) days prior to the date such other amount will be effective.

2. SERVICE SETUP. Customer shall identify the Master Account and specify the Target Balance in the Service Documentation. Customer may, subject to any other agreements between Customer and Bank, change the Target Balance upon forty-eight (48) hours' advance written notice to Bank.

3. AUTHORIZATION. Customer appoints Bank as its agent to act with respect to the Service. Furthermore, only those persons named on the Corporate Resolution for the Master Account on file with Bank or otherwise authorized in a manner

acceptable to Bank will be permitted to make arrangements and issue instructions concerning this Service. Customer hereby authorizes Bank to take any action with respect to the Master Account or the Service that Bank believes to be genuine and given by either a person signing the name of a person identified on the Corporate Resolution of Customer or another person who has been properly authorized by Customer.

4. INVESTMENT SWEEP.

4.1 Automatic Sweep of Funds. At the close of each banking day, when the ending collected balance in the Master Account has been determined by Bank for such day, Bank will compare such ending collected balance to the Target Balance. If the ending collected balance is greater than the sum of the Target Balance plus the Minimum Initial Investment, Bank will automatically transfer funds from the Master Account and purchase Securities (a “Transaction”) in the amount by which such ending collected balance on such banking day exceeds the sum of the Target Balance plus such Minimum Initial Investment amount.

4.2 Confirmation of Transaction. Each Transaction shall be evidenced by a certificate from Bank (the “Confirmation”). The Confirmation shall evidence the purchase of the Securities by Customer then held by Bank as custodian for Customer pursuant to the Transaction and shall include the following information:

- (i) a description of the Securities, including the CUSIP number or mortgage-backed security pool number and the issuer;
- (ii) the par value of such Securities on the date on which the Transaction is first effected (the “Par Value”);
- (iii) the date on which Bank shall be required to repurchase said Securities from Customer, which shall be no more than one (1) Business Day from the Trade Date, as hereinafter defined (the “Maturity”);
- (iv) the date on which payment shall be made by Customer (the “Settlement Date”);
- (v) the annual interest rate of the Securities relative to the Securities’ Par Value (the “Coupon Rate”); and
- (vi) the market value of the Securities.

4.3 Settlement of Transaction. Customer shall be obligated to make full and complete payment to Bank for any and all amounts due to Bank for each Transaction on or before the Settlement Date thereof, which date shall, in no case, be later than the date on which the Transaction is first effected (the “Trade Date”).

4.4 Notice of Large Changes of Cash Balance. Upon Customer’s purchase of one or more Securities, Bank holds the obligation to repurchase the Securities pursuant to the Repurchase Obligation. Each short-term debt obligation must be accounted for by Bank on a daily basis. Due to the automatic operations of the Service, advance notice may be necessary for any large changes to the ending collected balance in any Master Account to maintain sufficient amounts of collateral. Therefore, Customer must provide advance notification to Bank whenever the daily aggregate cash position of Customer increases or decreases by an amount equal to or greater than \$7,500,000. Customer must provide Bank notice no later than 12:00 p.m. (Central time). If Customer fails to provide such advance notice, Bank may, at its sole discretion, elect to forgo all or part of any securities or other asset purchases that would otherwise be made for Customer on the applicable date.

4.5 Interest Accrued on Transaction. Bank shall be obligated to pay interest on the Transaction to Customer from the Settlement Date to Maturity, which payment of interest shall be (i) tendered to Customer upon Maturity, and (ii) shall be calculated based on the Coupon Rate set forth in the Confirmation and on the basis of a 365-day year (366 day basis in leap years). Each banking day, all interest accrued from any maturing Transaction will be credited to the Master Account.

5. REPURCHASE OBLIGATION.

5.1 Bank’s Obligation to Repurchase Securities. Bank hereby agrees to repurchase from Customer upon Maturity, those Securities which it holds as custodian for Customer, pursuant to the terms of the Transaction. Bank will repurchase the Securities from Customer at the purchase price that Customer purchased the Securities on the Settlement Date, regardless of any fluctuations in the market value of the Securities.

5.2 Failure by Bank to Timely Repurchase Securities. If Bank refuses, declines or otherwise fails to repurchase the Securities upon Maturity, such failure by Bank shall give rise to an immediate cause of action in favor of Customer against Bank, (i) for specific performance by Bank of its agreement to repurchase the Securities pursuant to the terms of the Transaction, or (ii) for such reasonable reliance damages as a court of competent jurisdiction may award, along with interest thereon from date of demand by Customer, and for any and all costs and attorneys’ fees incurred by Customer in enforcing its rights hereunder. In addition, Bank acts as Customer’s agent and in the event of default or Bank’s failure, Customer has the right to direct Bank to sell the Securities and apply the proceeds in satisfaction of Bank’s obligations to Customer under the Repurchase Obligation.

5.3 Substitution and Possession of Securities. Unless otherwise requested by Customer, Bank is not permitted to substitute other Securities for those set forth in a Confirmation for a specific Transaction. Bank shall hold the Securities in a

segregated account at a Federal Reserve Bank, which account shall be utilized solely for the purpose of segregating Securities sold under repurchase agreements from other Securities owned by Bank. The Securities may be held in bulk together with other securities being held for the benefit of other Bank customers pursuant to other repurchase agreements.

FDIC Disclosure

Bank is not permitted to substitute other Securities for those subject to this Agreement and therefore must keep Customer's Securities segregated at all times, unless in this Agreement Customer grants Bank the right to substitute other Securities. If Customer grants the right to substitute, this means that Customer's Securities will likely be commingled with Bank's own Securities during the trading day. Customer is advised that during any trading day that Customer's Securities are commingled with Bank's Securities, they may be subject to liens granted by Bank to third parties and may be used by Bank for deliveries on other Securities transactions. Whenever the Securities are commingled, Bank's ability to re-segregate substitute Securities for Customer will be subject to Bank's ability to satisfy any lien or to obtain substitute Securities.

5.4 Pledge of Securities. Although the Securities may be guaranteed as to principal and interest by the federal government or by a federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Securities and does not extend to Customer. To collateralize Bank's Repurchase Obligation, Bank grants Customer a security interest in the Securities for each Transaction. In the event of a default by Bank, the market value of the Securities subject to the security interest may fluctuate rendering liquidation insufficient to fulfill Bank's Repurchase Obligation. If the liquidation value of the Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the Securities, Customer will have to look to other assets of Bank as an unsecured creditor for repayment of any uncovered portion of the Repurchase Obligation. The security interest herein granted shall lapse and become of no effect upon Bank's payment to Customer of the amount due upon repurchase.

5.5 Compliance of Bank's Duties. The delivery of Confirmation of a Transaction and any such documents as Customer may reasonably request with regards to such Transaction and payment by Bank to Customer of all amounts due and owing to Customer for such Transaction shall constitute full and complete compliance of Bank of its Repurchase Obligation.

6. CUSTOMER ACKNOWLEDGEMENT. Customer understands and acknowledges that:

- (i) funds swept out of Customer's Master Account and invested in Securities are not bank deposits and are not insured by the FDIC;
- (ii) the Securities are not guaranteed by or obligations of Bank;
- (iii) Customer is not relying on any communications (written or oral) by Bank or any of its officers, employees or agents as investment advice or as a recommendation to enter into any Transaction;
- (iv) no communication (written or oral) received from Bank shall be deemed to be an assurance or guarantee as to the expected results of any Transaction; and
- (v) Customer's Repurchase Obligation meets the FDIC's requirements for a "properly executed" repurchase agreement. If Bank were to fail, Customer's funds used to purchase the Securities would not be eligible for FDIC Insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of the Securities and as an unsecured creditor to the extent the repurchase price exceeded the then-current value of the Securities.

7. ADDITIONAL DOCUMENTATION. The Parties hereby agree and covenant that they will execute and deliver to each other any and all documents, certificates, or other instruments which either party, in its sole discretion, may reasonably require from the other.

8. ACCESS TO PROCEEDS. Customer may access the Securities only to the extent that any proceeds thereof may be accessed through the Master Account.

9. ACCOUNT STATEMENTS. Bank will provide periodic statements for the Master Account showing the amount withdrawn therefrom or deposited thereto in connection with each Transaction, and including any interest attributable to the Transactions.

10. LIMITATION OF LIABILITY; INDEMNIFICATION. Customer agrees that Transactions are made at the express direction of Customer with no representation or warranty of any kind, express or implied, by Bank or its representatives. Customer further agrees that Bank shall not be liable to Customer for any act done or step taken or omitted by it in good faith, or for any mistake in fact or law, or for anything it may do or refrain from doing in connection with or as required by this Service Agreement, except to the extent that any such act, step or mistake constitutes gross negligence or willful misconduct by Bank.

In no event shall Bank be liable to Customer for any consequential, special, punitive, exemplary or other direct or indirect losses or damages that Customer may incur or suffer by reason of these terms and conditions or the services provided hereunder, whether or not the likelihood of such losses was known to Bank, and whether or not the losses were the result of Bank's negligence or misconduct. Additionally, Customer agrees to reimburse and indemnify Bank for, and hold Bank harmless against, any loss, liability, claim or controversy at any time arising out of or in connection with performance by Bank of its duties and obligations under this Service Agreement, except to the extent that any such loss, liability, claim or controversy arises as a result of Bank's gross negligence or willful misconduct.

This includes all costs and expenses, including but not limited to reasonable attorneys' fees incurred in defending against any claim or liability arising out of or relating to this Service Agreement. For purposes of this Section 10, Bank shall not be deemed to have acted, or failed to act, with gross negligence or willful misconduct to the extent that (i) the action or inaction by Bank was taken at the direction of, or with the consent or knowledge of, Customer or an agent of Customer, (ii) the action or inaction by Bank was taken in a reasonable effort to protect the assets of Customer, or (iii) Customer failed to notify Bank of the action or inaction within two Business Days after Customer first received notice or became aware of such action or inaction or a prior incidence thereof. Customer acknowledges that except as expressly provided above in this Section 10, Bank will not have any liability for its actions or inactions with respect to the Investments, regardless of whether such actions or inactions constitute the negligence or intentional act of Bank.

11. WARRANTIES. Customer and Bank each represent and warrant on the date of this Service Agreement and on the date of each Transaction that (i) it is duly authorized to execute this Service Agreement and enter into each Transaction; (ii) the person signing this Service Agreement is duly authorized; (iii) it has obtained all required authorizations in connection with this Service Agreement and the Transaction; and (iv) the execution, delivery and performance of this Service Agreement and the transaction hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement to which it or any of its assets are subject.

12. INTENT. The parties acknowledge that each Transaction is a "repurchase agreement" as that term is defined in Section 101(47) of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract", as defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable). It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies provided for herein is a contractual right to liquidate such Transaction as described in Section 555 and 559 of Title 11 of the United States Code, as amended.

13. TERMINATION. This Service Agreement shall continue until terminated in accordance with this provision. Either party may terminate this Service Agreement upon forty-eight (48) hours' advance written notice to the other party. However, no such termination will limit any representations or warranties made by the parties herein or alter any covenants or agreements herein with respect to any Securities acquired prior to the effective time of termination. All such representations, warranties, covenants and agreements shall survive and continue in effect after the termination of this Service Agreement.

ZERO BALANCE ACCOUNT SERVICE

These Terms and Conditions provide information on the use of the Zero Balance Account Service described below (the "ZBA Service").

1. DESCRIPTION OF ZBA SERVICE. The ZBA Service allows Customer to manage its daily cash flow by consolidating balances from multiple accounts into a single master account. For purposes of these Service Terms, each zero balance account may refer to automatic transfer arrangements in which Customer specifies a target balance other than zero.

2. DEFINITIONS. As used in these Service Terms, the following words or terms shall have the meanings set forth below:

"ZBA Master Account" means the Account designated by Customer in the Service Documentation that holds funds that may be transferred to and from any ZBA Sub Account.

"Target Balance" means a zero balance or other designated target balance of the ZBA as designation by Customer in the Service Documentation.

"ZBA Sub Account" means one or more zero balance accounts opened in Customer's name or in the name of one of Customer's affiliates, which may at Customer's option be disbursement accounts or depository accounts or combination disbursement/depository accounts and which are linked for funding purposes to the ZBA Master Account.

3. ZBA ACCOUNT AUTHORIZATIONS. Customer shall establish one or more ZBA Sub Account(s) and designate a ZBA Master Account. Customer hereby authorizes Bank to automatically transfer funds between the ZBA Master Account and

the ZBA Sub Account(s) as necessary to restore or reduce the ZBA Sub Account(s) to the Target Balance at the end of each Business Day. Customer agrees to maintain available balances in the ZBA Master Account sufficient to cover all disbursements.

4. DEBITS FROM ZBA SUB ACCOUNTS. Customer authorizes and directs Bank, at any time and without prior notice to Customer, to transfer to each ZBA Sub Account from the ZBA Master Account, funds in the amount sufficient to pay any checks, items or charges presented against or payable from each ZBA Sub Account. If there are insufficient available funds in the ZBA Master Account to pay any checks, transfers or other debits from any ZBA Sub Account, Bank reserves the right, in its sole discretion, to pay or dishonor any check, transfer or other payment, subject to the terms and conditions of the applicable Account Disclosure. If Bank pays any item, transfer or other debit that overdraws any Account, Customer will promptly reimburse Bank for such amount or Bank may charge any line of credit or other borrowing arrangement Customer has with Bank for the aggregate amount of such overdrafts, and Customer's obligations to Bank under such line of credit or borrowing arrangement shall increase by the same amount.

5. RESTORATION OF TARGET BALANCE. If, after payment from all checks, items or charges presented against each ZBA Sub Account, the available fund balance in the ZBA Sub Account is less than the Target Balance, Bank will automatically transfer available funds from the ZBA Master Account to the ZBA Sub Account to restore the Target Balance. If there are insufficient available funds in the ZBA Master Account to restore any and all ZBA Sub Account(s), Bank reserves the right, in its sole discretion, to advance funds to restore any ZBA Account's Target Balance, which will result in an overdraft in the ZBA Master Account, subject to the terms and conditions of the applicable Account Disclosure.

6. FUNDS IN EXCESS OF TARGET BALANCE. At the close of each Business Day and after payment of all items from the ZBA Sub Account, Bank will automatically transfer any funds in excess of the Target Balance in any ZBA Sub Account to the ZBA Master Account.

7. AFFILIATES. If any of the ZBA Sub Accounts are owned by an Affiliate of Customer, then (i) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub Account, and (ii) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub Account(s) or any third party with respect to a transfer into or out of such ZBA Sub Account(s).

8. TERMINATION. In addition to the parties' rights of termination in the Master Agreement, the ZBA Service may be terminated by either party upon notice to the other party and effective after Bank has a reasonable time to act on such notice.

PAYABLES SERVICES

AUTOMATED CLEARING HOUSE (ACH) SERVICE

These Terms and Conditions provide information on the use of the ACH described below (the "ACH Services").

1. DESCRIPTION OF ACH SERVICE. Customer wishes to initiate one day and/or two day credit entries and/or to receive payments by preauthorized automatic debits from designated accounts of Receivers maintained at the Receiving Bank(s) which are members of an ACH network. Customer understands that Funds Transfers will be subject to and governed by the terms herein provided and the Operating Rules of the National Automated Clearing House Association (NACHA) referenced hereinafter as the Rules. Bank is willing to act as an Originating Depository Financial Institution with respect to such entries. Unless otherwise defined herein, terms that are defined in the Rules, shall have meanings provided in the Rules.

2. DEFINITIONS.

2.1 Definitions. As used in these Services Terms, the following words or terms shall have the meanings set forth below:

"ACH" means a funds transfer system governed by the Rules and which provides for the interbank clearing of electronic credit or debit Entries among participating financial institutions.

"Entries" or "Entry" shall mean credit Entries and debit Entries, including On-US Entries consistent with the Rules and also includes any data for entries or any prenotification entries.

"On-US Entries" means funds transfers processed through the ACH network initiated by or on behalf of Customer for credit or debit with Receiver at an account maintained with Bank.

"Receivers" means a person or entity that has authorized Customer to initiate a credit or debit Entry to a transaction account held at a receiving financial institution.

2.2 Additional Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meanings provided

in the Rules. In the event of an inconsistency between the Rules and this Agreement, the Rules shall control.

3. COMPLIANCE WITH RULES. Customer acknowledges receipt of a copy of the Rules or has access to a copy of the Rules. The Rules and other reference materials are available through NACHA at its website: <https://www.nacha.org>. Customer and Bank agree to comply with and be bound by the Rules governing ACH fund transfers. In the event that Bank determines, in its sole discretion, that there has been a breach of the Rules, Security Procedures or this Agreement, Bank may, in its sole discretion suspend all or partial services or lower Customer's ACH limits and may do so without advance notice. Entries may not be initiated that violate the laws of the United States, the Unlawful Internet Gambling Act of 2006, orders administered by OFAC, laws, regulations and orders administered by Financial Crimes Enforcement Network ("FinCEN"), the laws of any state, or regulations or orders applicable to the providers of ACH payment services.

4. PREPARATION AND SUBMISSION OF ENTRIES.

4.1 Authorization and Retention. Customer agrees that each Receiver on an Entry transmitted to Bank by Customer has authorized the initiation of such Entry. Customer further warrants that it has obtained the authorization of the Receiver of each consumer Entry transmitted to Bank by Customer and will retain the original or electronic record of each such authorization for two (2) years after termination or revocation of such authorization. Furthermore, Customer warrants that such authorization is operative at the time each Entry is transmitted to Bank.

4.2 Format of Transmission. Customer will transmit entries to Bank in the form of computer readable information via a mutually agreed upon medium and in the format specified within the Rules.

4.3 Pre-notification. At Customer's election, Customer may deliver to Bank a prenotification that Customer intends to initiate an Entry to a particular Receiver's account, in a format and in the medium set forth in the Service Documentation or prescribed by the Rules, to be transmitted to a Receiving Depository Financial Institution ("RDFI"). The pre-notification can be returned or result in a Notification of Change by the RDFI. If the pre-notification is returned, Customer shall research the reason for the return and make necessary corrections before transmitting an Entry. If the pre-notification results in a Notification of Change, Customer shall make the required change before initiating an Entry, or issue a Refused Notification Change as outlined in the Rules. Customer shall bear the entire risk of loss for any Entry submitted for which a pre-notification has not been submitted and accepted by an RDFI.

4.4 Exposure Limits. Bank may establish and change (with or without prior notice) aggregate and individual dollar limits or exposure limits for Customer's Entries. Bank may refuse to process files containing Entries in excess of the exposure limits at Bank's sole discretion. Upon request, Bank will tell Customer of any exposure limit in place. Customer shall promptly notify Bank if Customer anticipates a significant increase or decrease in the dollar amount of any of its ACH transactions. Bank may, on an annual or more frequent basis, review Customer's exposure limits and make any adjustments that Bank may deem appropriate, in Bank's sole discretion.

5. PROCESSING AND SETTLEMENT OF ENTRIES.

5.1 Transmittal and Settlement of Entries. Bank will transmit Entries initiated by Customer to the Federal Reserve Bank (the "ACH Operator") as provided in the Rules, and this Agreement, and settle for such Entries as provided in the Rules. Bank will transmit the Entries to the ACH Operator by one (1) Business Day prior to the Effective Entry Date shown in the Entries, provided that the Entries are delivered to Bank's Electronic Banking Department by a Customer. If any of these requirements is not met with respect to one or more Entries, Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

5.2 Credit Entries. Customer will pay Bank in immediately available funds to cover the amount of each credit Entry transmitted by it to Bank pursuant to this Agreement by it not later than its Effective Date. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting Customer's Authorized Account, and will credit the Authorized Account for any amount received by Bank due to the return of a previously transmitted Entry for which Customer had previously paid Bank. Customer will at all times maintain in the Authorized Account sufficient available funds to cover its payment obligations under this Agreement. If the Authorized Account's available balance is not sufficient to cover Customer's obligations under this agreement, Bank may debit any Account of Customer or may set off against any amount that it owes to Customer.

5.3 Debit Entries. Bank will give Customer available funds for any debit Entry initiated by it on the Settlement Date applicable thereto. However, if any debit Entry is returned to Bank, or if any debit Entry originated by Customer is unauthorized, Bank reserves the right to charge the amount of such debit Entry to the Authorized Account or to set off against Customer's other Account(s).

5.4 On-Us Entries. Except as otherwise provided herein, in the case of an On-Us Entry, Bank will credit or debit the Receiver's account in the amount of the On-Us Entry on the Effective Entry Date contained in that Entry, provide that the Entry is received timely.

6. ACH FEES. Customer will compensate Bank for providing the ACH Services. Such charges do not include, and Customer will not be responsible for paying, any sales, use, excise, value added, utility or other similar taxes relating to the ACH Services and any fees or charges provided for in the applicable Account Disclosures. Customer will also reimburse Bank for the total amount of fines and penalties incurred by Bank in connection with any violation by Customer of the Rules.

7. SUSPENSION AND REJECTION OF ENTRIES. Bank may suspend processing and/or reject any Entry that (i) does not comply with the Rules, these Service Terms, the Security Procedures, or any Service Documentation, or (ii) contains an effective Entry Date more than thirty (30) days after the Business Day when Bank receives that Entry. Bank has the right to reject an On-Us Entry for any reason provided under the Rules.

8. NOTICE OF RETURNED ENTRIES. Bank shall notify Customer either electronically, in writing, or as otherwise mutually agreed to, of the receipt of an Entry returned by the ACH Operator no later than one (1) Business Day after Bank's receipt of the returned Entry. Bank shall have no obligation to re-execute a returned Entry. In the event any Entries are rejected by the ACH Operator for any reason whatsoever, it will be the responsibility of Customer to remake such Entries; provided, however, that Bank will remake such Entries in any case where such rejection by the ACH Operator was due to Bank's mishandling of such Entries and sufficient data is available to Bank to permit it to remake such Entries. Customer shall retain and provide Bank on request all information necessary to remake any file or Entries for three (3) Business Days after the Settlement Date. Customer will promptly provide immediately available funds to indemnify Bank for any debit Entry that is rejected after Bank has permitted Customer to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such Entry is received by Bank.

9. REJECTION BY RDFI. When Customer has received notice that any notification has been rejected by a RDFI, or that an RDFI will not receive Entries without having first received a copy of the authorization signed by its client, Customer will not initiate any Entry to such client's account unless and until Customer provides RDFI with such authorization, within the time limits provided by the Rules.

10. PROVISIONAL PAYMENTS.

10.1 Credit Entries. Pursuant to the Rules, payment of any credit Entry by a RDFI to a Receiver is provisional until receipt by the RDFI of final settlement for such Entry. If such settlement is not consummated, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver such amount.

10.2 Debit Entries, Returned/Reversed Credit Entries. Any payment to Customer by Bank for a debit Entry, a returned credit Entry or credit reversal is provisional until Bank receives final settlement for the Entry. If final settlement is not received, Bank is entitled to a refund and Bank may charge Customer's Authorized Account for the amount credited. Bank may delay the availability of any amounts credited for a debit Entry or returned or reversed credit Entry if Bank believes that there may not be sufficient funds in the Authorized Account(s) to cover such chargeback or return.

11. CANCELLATION OR AMENDMENT BY CUSTOMER. Customer has no right to cancel or amend any Entry after its receipt by Bank. Nevertheless, if Customer discovers that any Entry it has initiated was in error, it may notify Bank of such error. If such notice is received before the Entry is transmitted and Bank has a reasonable opportunity to act on such notice, Bank will utilize its best efforts to delete the batch containing errors and obtain a corrected file from Customer. If such notice from Customer is received after the time provided above, Bank will utilize its best efforts on behalf of Customer. However, Bank will have no liability if cancellation is not effected.

12. FUND INTEREST RATE. Bank's liability for loss of interest resulting from its error or delay will be calculated based on a rate equal to the average Federal Funds rate at the Federal Reserve Bank for the period involved.

13. UNAUTHORIZED ENTRIES. If an Entry received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry and Customer will be obligated to pay Bank the amount of that Entry, even though the Entry was not authorized by Customer, provided Bank acted in compliance with the Security Procedures.

14. INCONSISTENT INFORMATION. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number, even if it identifies a person different from the named receiver, and Customer acknowledges that its obligation to pay Bank the amount of such an Entry is unaffected in these circumstances.

15. ACCOUNT RECONCILIATION. The total value of all Entries (the offset amount of all debits and credits in an ACH file) originated by Bank on behalf of Customer will be reflected on the periodic statement for Operating Account. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the periodic statement. If Customer fails to notify Bank of any such discrepancy within fourteen (14) days of receiving the periodic statement containing that information, Bank shall not be liable for any loss, including loss of interest, resulting from Customer's failure to give notice. If

Customer fails to notify Bank of any such discrepancy within sixty (60) days of receiving the periodic statement containing that information, Customer will be precluded from asserting that discrepancy against Bank.

16. RIGHT TO AUDIT. Customer, as originator, acknowledges that Bank reserves the right to, but no duty, to audit Customer at any time to ensure compliance with the Rules and to request copies of consumer authorizations and corporate agreements held by Customer.

17. REPRESENTATIONS AND WARRANTIES. With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that (i) each Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (ii) each debit Entry submitted to Bank is for a sum due and owing to Customer from a third party on the specified Effective Entry Date; (iii) each Entry is accurate, in proper form, timely and in compliance of the Rules and all applicable laws, regulations and orders governing electronic funds transfers; laws, regulations and order administered by FinCen; and (iv) Customer will maintain written evidence of all authorizations as provided herein and as set forth in the Rules.

18. INDEMNIFICATION. Customer shall indemnify and hold bank harmless from any loss, liability or expense, including reasonable attorneys' fees and expenses, resulting from or arising out of any breach of the warranties or obligations provided herein. Customer shall also indemnify and hold Bank harmless from any claim of any person that Bank is responsible for any acts or omissions of Customer regarding any Entry received from Customer, or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH operator or transmission or communications facility, any Receiver or RDFI.

19. ADDITIONAL REPRESENTATIONS FOR SPECIFIC ENTRY TYPES. The rules contain special requirements and impose additional obligations on Bank with respect to certain Entry types. If Customer originates any of the Entry types described below, Customer agrees to the following conditions and representations:

19.1 TEL Entries. The "TEL" ACH Standard Entry Class (SEC) code is used to settle sales or other transactions that were conducted between Customer and another party by telephone. If Customer sends debit Entries using the TEL SEC code (each a "TEL Entry"), Customer further represents and warrants to Bank and agrees that:

(i) TEL SEC Code involves the authorization of ACH transactions by a consumer receiver for the payment of goods, services or other types of consumer payments. Customer agrees to conduct payments that would fall under a TEL Entry in a manner that complies directly with NACHA rules established for this payment type.

(ii) Customer agrees that TEL Entries are consumer debit transactions only. Customer will not create TEL Entries for non-consumers such as businesses, government, not for profit companies, or any other non-consumer entity.

(iii) Customer agrees that Customer will obtain the consumer receiver's authorization orally over the telephone and that in doing so Customer will offer a TEL transaction initiation to consumers with an existing relationship between Customer and consumer receiver, or the consumer receiver must initiate the request for a TEL payment type via telephone to Customer. "Existing relationship" exists when there is a written agreement in place or the consumer receiver has purchased goods or services from Customer within the prior 24 months.

(iv) Oral Authorization for a TEL Entry must be spoken by the consumer receiver or captured by an automated response system. In the case of single (one time) TEL Entry, Customer agrees to record the consumer receiver's oral authorization or to provide prior to the TEL Entry settlement date a notification to the consumer receiver of the debit transaction.

(v) Customer agrees that when using recurring TEL Entries that Customer will both record the authorization and provide written copy of the authorization to the consumer receiver.

(vi) Customer agrees to verify the identity of the consumer receiver on each and every new TEL Entry as well as to verify the validity of consumer receiver's stated routing and transit information.

(vii) Customer agrees to notify consumer receiver of the date on or after which the consumer receiver's account will be debited along with the amount of, or a reference to the method of determining the amount of, the debit Entry to the consumer receiver's account. Notification will also include: consumer receiver's name or identity, the account to be debited, a telephone number the receiver can use to contact the originator, the method by which Customer can revoke the authorization and the date of the receiver's oral authorization.

(viii) Customer agrees to retain for two years from the termination or revocation of the authorization, the original, a copy or other accurate record of the oral authorization, the amount of the recurring transactions, the timing including the start date, number and frequency of the ACH debits, the consumer receiver's name or identity, the account to be debited, a telephone number that the consumer receiver can use to contact the originator. The method by which the consumer receiver can revoke the authorization and the date of the receiver's oral authorization. Customer agrees to

retain for two years from the termination or revocation of the authorization, the original, a copy or other accurate record of the oral authorization.

19.2 WEB Entries. The “WEB” SEC code is used to settle sales or other transactions that were conducted between Customer and another party through the internet. If Customer sends debit Entries using the WEB SEC code (each a “WEB Entry”), Customer further represents and warrants to Bank and agree that:

(i) NACHA defined SEC code WEB is to be used for consumer debit Entries only. Customer agrees that no WEB Entry will be used in relation to a non-consumer transaction. Customer agrees that class code WEB will be used for ACH debit transactions originated by consumers on Customer’s website and only to consumer-owned bank accounts. Customer agrees to implement monitoring to ensure the WEB SEC code is used for only consumer debit Entries only.

(ii) WEB Entries can be single Entry or recurring consumer debits. A single debit Entry is a one-time agreement by the consumer to have a debit Entry made to the consumer’s bank account for payment of goods or services. A recurring debit is an ongoing periodic debit to the consumer’s bank account for the payment of goods or services. Customer agrees that Customer’s method for collecting such data is explicit in its definition and selection of single or recurring Entry is identifiable by the consumer.

(iii) Customer warrants to Bank that it employs a commercially reasonable fraudulent transaction detection system to monitor WEB Entries.

(iv) Customer warrants that it employs commercially reasonable methods of authentication to verify the identity of the consumer enrolling in a WEB Entry. As a part of Customer’s authentication program, Customer agrees to verify the validity of the banking system routing and transit numbers entered by the consumer when enrolling in a WEB Entry. Customer will reject any Entries based on a non-valid routing and/or transit number.

(v) Customer agrees to conduct an annual data security audit to ensure the financial information collected from consumers is protected by adequate levels of physical security, personnel and access controls, and network security. Customer agrees to make audit results available to Bank upon request. Securing and protecting data along with protecting the privacy of consumers is the sole responsibility of Customer.

AUTOMATED CLEARING HOUSE (ACH) DEBIT FILTER/ BLOCK SERVICE

These Terms and Conditions provide information on the use of the Automated Clearing House (ACH) Debit Filter/Block Service described below (the “ACH Debit Filter/Block Service”).

1. DESCRIPTION OF ACH RISK MANAGEMENT SERVICES. The ACH Debit Filter/Block Service allows Customer to block and/or filter certain ACH Funds Transfers against Customer’s Authorized ACH Account.

2. DEFINITIONS.

2.1 Definitions. As used in these Service Terms, the following words or terms shall have the meanings set forth below:

“**Authorized ACH Account**” means the Account or Accounts to which ACH debit or credit Entries are posted as designated in the Service Document, as amended.

“**Entries**” or “**Entry**” shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank prepares credit or debit ACH entries.

“**Rules**” means the Operating Rules, as in effect, of the National Automated Clearing House Association.

2.2 Additional Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. In the event of an inconsistency between the Rules and this Agreement, the Rules shall control.

3. SELECTION OF BLOCKS AND FILTERS. For each designation in the Service Documentation, Customer may:

3.1. ACH Debit Block. Customer may elect to block the posting of all incoming ACH debits to an Authorized ACH Account.

3.2. ACH Debit Filter. Customer may elect to block all ACH debit Entries, except from specified originators. Customer is responsible for notifying Bank at least a few days ahead of any transaction to establish an ACH Debit filter.

4. Account Designation. Bank will handle all Entries received by it that are designated for deposit to or debit from

Authorized ACH Accounts in accordance with specific instructions the Service Documentation. If Bank receives an Entry to an Account that is not listed as an Authorized ACH Account, Bank will process the Entry in accordance with the Rules.

5. Notification. Bank will not provide Customer with notice of any ACH transactions that it may have blocked under the Services.

6. TERMINATION. Notwithstanding the Termination provisions in the General Terms and Conditions of the Agreement, the ACH Debit Filter/Block Service shall remain in full force and effect until terminated by either party by written notice to the other party. Such termination shall be effective after Bank has a reasonable time to act on such notice. Notwithstanding the foregoing, these Service Terms shall remain in full force and effect with respect to all transactions hereunder that occur prior to the effective date of termination.

7. LIMITATION OF LIABILITY. In addition to limitations of liability set forth in the General Terms and Conditions, Customer shall indemnify and hold Bank harmless against and all losses, claims, damages or harms relating, directly or indirectly, to, Customer's use of the ACH Debit Filter/Block Service, including any damages or losses relating to a delay in posting of credits to or debits from an Account, any losses, late fees, collection charges, holds on account, or loss of good will, or harm to Customer's reputation, with its suppliers, vendors, business partners, or other persons or entities.

CD-ROM SERVICE

These Terms and Conditions provide information on the use of the CD-ROM service described below (the "CD-ROM Service").

1. DESCRIPTION OF CD-ROM SERVICE. Bank will provide Customer scanned images of all deposited items, canceled checks (may include front and back of checks), and/or other processed items through a CD-ROM delivered to Customer's address.

2. CD-ROM DELIVERY. Upon enrollment, Bank will send Customer a compact disk containing check images for the prior month on the tenth (10th) Business Day of each month. Delivery will be made via U.S. Postal Service to Customer at the address indicated on the Service Schedule. Customer consents to Bank's disclosure of information concerning Customer to third parties that may be necessary to provide the CD-ROM Service. Customer acknowledges that such delivery is susceptible to risk and Customer agrees that Bank shall not be liable for any damages, liability or losses that result from the non-receipt, disclosure, dissemination, or unauthorized access of the confidential information contain in the CD-ROM.

3. IMAGED ITEMS. Customer acknowledges that scanning technology is subject to error, such as distortions and unclear images. Customer agrees to notify Bank promptly of any error or problems related to this CD-ROM Service and Bank will attempt to reprocess the information, but assume no liability for the inability to produce better copies.

ELECTRONIC DATA INTERCHANGE SERVICE

These Terms and Conditions provide information on the use of the Electronic Data Interchange Service described below (the "EDI Service").

1. DESCRIPTION OF EDI SERVICE. Customer may receive file output or reports of information for Automated Clearing House (ACH) debit and credit entries from trading partners passed through the Federal Reserve.

2. DELIVERY OF INFORMATION. Bank will establish the EDI Service with the Federal Reserve and the Federal Reserve shall thereafter send Customer a periodic formatted text report or electronic file to report payments and payment related data. Bank does not guarantee any specific delivery terms or date of such reports and Customer must be able to accept standard electronic data interchange file layouts currently used by the Federal Reserve.

3. THIRD PARTY AGREEMENTS. These EDI Service Terms apply only to the EDI Service provided by Bank. The legal relationships, and the terms and conditions relating thereto, between Customer and its trading partners will be governed by the terms between Customer and its trading partners and will not be binding on Bank.

ONLINE WIRE TRANSFER SERVICES

These Terms and Conditions provide information on the use of the Online Wire Transfer Service described below (the "Wire Service").

1. DESCRIPTION OF WIRE SERVICES. The Wire Services provided pursuant to these Service Terms allows Customer to transfer funds from an Authorized Account to other a recipient's account through the Online Banking Service. The Online

Banking Service Terms are incorporated herein by reference. The recipient's account may be another account held by Customer or a third-party account, which may be held by Bank or with a domestic or foreign third-party financial institution. Customer may use the Wire Service to initiate one-time wire transfers, semi-repetitive wire transfers and repetitive wire transfers. All wire transfers must be initiated by an Authorized User pursuant to the Security Procedures.

2. DEFINITIONS.

2.1 Definitions. All defined terms shall have the same meaning as set forth in the General Terms and Conditions of this Agreement and the following words or terms shall have the meanings set forth below:

“Execute” has the meaning given to the term in U.C.C. Article 4A and, when Bank is also the beneficiary's bank, the term “execute” includes Bank's acceptance of Customer's payment order for purposes both of these Service Terms and of the application of U.C.C. Article 4A to the transactions covered by these Service Terms.

2.2 Additional Defined Terms. All other words or terms used and not otherwise defined in the Agreement which are defined in the U.C.C., shall have the meanings given to them in the U.C.C.

3. EXECUTION OF PAYMENT ORDERS. Bank may execute each payment order received by it in the name of the Customer as sender, provided that Customer has sufficient Available Funds on deposit in an Authorized Account and provided that the payment order: (i) is received by Bank in accordance with these Service Terms or any Service Documentation; (ii) contains sufficient information and complies with any written instructions, limitation or restrictions for Customer; (iii) is authorized by Customer and is verified by Bank in compliance with the Security Procedures for verifying the authenticity of funds transfer instructions sent to Bank in the name of Customer; and (iv) directs the payment of funds from an Authorized Account that is not subject to any court order, set-off, third party claim, or other event that Bank determines may restrict the ability of Customer to withdraw funds. Customer agrees that Bank may execute a payment order on the Business Day in which the payment order is received, regardless of instructions to the contrary.

4. NOTIFICATION OF TRANSACTIONS. Customer agrees that Bank is under no obligation to provide notice about the execution of a transaction. Transactions will appear on Customer's account statement(s) for the Authorized Account. In some cases, Bank may elect to provide notice of a transaction electronically, e-mail or other electronic transmission or information reporting service used by it.

5. REJECTION OF PAYMENT ORDERS. Bank has the right to reject any payment order for any reason. If Bank rejects or fails to execute a payment order of Customer, then Bank shall attempt to notify Customer by telephone or other reasonable means of its rejection of the payment order. Notice is effective when transmitted. If Customer has paid for a payment order that Bank has rejected or failed to execute, Bank will reimburse Customer for those funds and pay compensation for the use of those funds at the rate specified in Section 11.2.

6. USE OF IDENTIFYING NUMBER. Customer is notified and agrees that:

6.1 Beneficiary Name. If a payment order of Customer identifies the beneficiary by both a name and an identifying or bank account number and the name and number identify different persons, execution of the payment order, payment to the beneficiary, or cancellation of the payment order may be made solely on the basis of the identifying or account number.

6.2 Bank Name. If a payment order of Customer identifies any bank by both a name and an identifying number and the number identifies a bank different from the bank identified by name, Bank and any funds transfer system participate may rely solely on the bank identifying number.

7. RECEIPT OF PAYMENT ORDERS. All payment orders must be received by Bank on a Business Day before the cut-off time as set forth in the Service Documentation. Bank may treat any payment order received after such deadline as if it were received before the cut-off time or may treat it as if it were received at the opening of the next Business Day.

8. CANCELLATION AND AMENDMENT OF PAYMENT ORDERS. A payment order may be cancelled or amended by Customer, provided the instruction is received by Bank at a time and in a manner affording Bank a reasonable opportunity to act prior to Bank's acceptance of the payment order. In order to cancel or amend a payment order, an Authorized User must transmit notice of the requested cancellation or amendment in compliance with the Security Procedures, and the Authorized User must provide sufficient information to identify the payment order to be amended or cancelled. Once the payment order has been executed, Customer has no right to cancel or amend any payment order unless the beneficiary bank consents to such request. Bank will not be liable to Customer for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of Customer's payment order.

9. DEBITS AND OVERDRAFTS. Customer agrees that Bank will not be required to make any wire transfers that exceed Available Funds in the designated Authorized Account, as determined by Bank. In the event there are not sufficient Available Funds in an Authorized Account to cover a payment order of Customer, Bank may debit the Authorized Account for any payment order even if the debit creates or increases an overdraft in that Authorized Account. In the event that an overdraft is created or

increased, Customer shall cause sufficient Available Funds to be deposited into or credited to the Authorized Account by the close of that Banking Day to pay the amount of the overdraft. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. Customer acknowledges and agrees that Bank may debit any Account that Customer maintains with Bank to receive payment for any overdraft.

10. WIRE TRANSFER SYSTEM RULES. The rights and obligations of Bank and Customer with respect to any payment order, any part of which is carried out through the use of the funds transfer system of the Federal Reserve Banks (“Fedwire”), will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve system, and the operating circulars of the Federal Reserve banks. Each payment order, or cancellation thereof, carried out through any other funds transfer system, including but not limited to SWIFT, CHIPS and Telex, will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. Each payment order or cancellation thereof may be furthered by any bank by use of any means and routes that Bank considers suitable for the transfer of funds.

11. FEES, COMPENSATION AND COSTS.

11.1 Fees. Customer agrees to pay Bank’s published fees and charges in effect at the time of the transfer.

11.2 Rate of Compensation to Customer. Whenever compensation in the form of interest is payable by Bank to Customer pursuant to this Agreement, such compensation will be payable at the average of the federal funds rate published by the Federal Reserve Bank of New York for each of the days for which interest is payable, computed on the basis of a year of 360 days.

11.3 Compensation for Rejected Payment Orders. In the event Bank rejects or fails to execute a payment order without giving notice thereof as provided in Section 5, Bank shall compensate Customer for the use of funds at the rate specified in Section 11.2 if, on the execution date of the payment order, there were sufficient available funds in the Authorized Account to pay for the payment order. Compensation shall be computed based on the number of days elapsing after the execution date to the earlier of five (5) business days or the day Customer receives notice or learns that the payment order was not executed, counting the final day of the period as an elapsed day. If the withdrawable credit balance during that period falls below the amount of the order, the amount of interest will be reduced accordingly. Notwithstanding the foregoing, no compensation will be due under this section if the Authorized Account is an interest-bearing account. No compensation will be due hereunder for any funds withdrawn from the Authorized Account.

12. LIMITATION OF LIABILITY. In addition to the limitations of liability set forth in the Master Agreement:

12.1 No Responsibility for Detection of Errors. Bank is not responsible for detecting any Customer error contained in any payment order sent by Customer to Bank.

12.2 Unauthorized Payment Orders. Customer expressly agrees to be bound by and to pay Bank the amount of any payment order, whether or not authorized, issued in its name and accepted by Bank in compliance with the applicable Security Procedure. If Bank does not follow the applicable Security Procedures, but can prove the payment order was executed by Customer, Customer will still be liable for the payment order plus applicable fees.

12.3 Damages. Bank will be liable only for Customer's actual damages and only to the extent that such damages are recoverable under Article 4A of the U.C.C. Moreover, Bank shall not be liable under any circumstance for consequential, special or punitive damages under these Service Terms, whether or not such damages relate to services covered by Article 4A of the U.C.C., even if Bank has been advised of the possibility of such damages.

13. NOTIFICATION OF UNAUTHORIZED OR ERRONEOUS WIRES. Bank will not be liable for any interest on the amount of a payment order that was not authorized or was erroneously executed unless Customer notifies Bank in writing that the payment order was not authorized or properly executed within thirty (30) calendar days following Customer’s receipt of notification either of the acceptance of the payment order or of the debiting of the payment order to an Authorized Account.

14. ONLINE BANKING SERVICE SECURITY PROCEDURES. Bank allows Customer to create, edit, confirm, and transmit wire transfer instructions through the Online Banking Service. Customer may establish various privileges, entitlements and limits at the individual Authorized User or in the aggregate amount for Customer through the Service Documentation. Bank has established certain Security Procedures for verification of Customer payment orders. Customer has indicated an election of use of those Security Procedures, with a full understanding of the increased risk of loss assumed by the failure to elect all optional Security Procedures. Customer agrees to be bound by any payment order, whether or not authorized, issued in its name and accepted by Bank in compliance with those Security Procedures elected by Customer. Any payment order may be verified as an authentic payment order of Customer by Bank’s use of the following Security procedures:

14.1 Authorized Users. Customer will act through its System Administrator to set up Authorized Users. For purposes of the Wire Services, each Authorized User will be assigned Security Credentials by the System Administrator along with the level of access capabilities. The access capabilities that an authorized user for Customer can possess are as follows:

- (i) Define Non-Repetitive Wires – Authorized User may create a non-repetitive wire transfer. This wire is also known as a “free-form” wire.
- (ii) Edit Non-Repetitive Wires – Authorized User may edit a previously created non-repetitive wire transfer.
- (iii) Define Repetitive Wires – Authorized User may create a repetitive wire transfer. This wire will always go to the same place for the same beneficiary on the schedule established by the Authorized User.
- (iv) Edit Repetitive Wires – Authorized User may change the dollar amount only on a previously created repetitive wire transfer.
- (v) Transmit Wires – This functionality is the ultimate authority and is designed for wire transfer request review and release. This is known as the Wire Approval.

14.2 Dual Control. Customer understands and agrees that Bank has no duty to supervise the use of the Wire Service by any Authorized User, or to inquire as to the identity of any person acting on behalf of Customer, provided that the Authorized User has valid Security Credentials. Bank offers and recommends the use of a dual-control Security Procedure for the administration of the Wire Service. To the extent that Customer allows one Authorized User to have access to the Wire Service to both define a wire, edit a wire and/or transmit the wire, or Customer has allowed access to Security Credentials which can modify the Wire Service, or Customer's own employees provide access to the Wire Service, then Customer assumes the risks relating to the misuse of the Wire Service, and Customer releases Bank from all liability for any loss, claim, damage or harm which Customer may suffer by virtue of the use or misuse of the Wire Service.

14.3 Wire Limits. Bank may establish and change (with or without prior notice) aggregate Customer and individual Authorized User dollar limits or exposure limits for payment orders. Bank may refuse to execute any payment order in excess of the exposure limits at Bank’s sole discretion. Upon request, Bank will tell Customer of any exposure limit in place. Bank may, on an annual or more frequent basis, review Customer’s exposure limits and make any adjustments that Bank may deem appropriate, in Bank’s sole discretion.

PARTIAL ACCOUNT RECONCILIATION SERVICE

These Terms and Conditions provide information on the use of the Partial Account Reconciliation Service described below (the “Reconciliation Service”).

- 1. RECONCILIATION SERVICES.** Bank will provide a paid item information report, or a “paid list,” to Customer for a requested Account by electronic means or a fixed-width file transmission file for upload to Customer’s accounting system.
- 2. RELIANCE ON MICR LINE.** Reconciliation Services are based on the Magnetic Ink Character Recognition (MICR) line of each paid item. If the MICR line is incorrect, missing or unreadable, information may not be available to Customer. Customer assumes full responsibility for such information. Bank assumes no liability for incorrect, missing or unreadable MICR information.
- 3. NO DUTY ON BANK TO INSPECT.** Customer's use of the Reconciliation Service does not impose on Bank any obligation or duty with respect to the Account or the payment of checks, and Bank shall have no obligation to examine or inspect any check or to determine whether a check is properly payable.
- 4. DELIVERY OF RECONCILIATION REPORTS.** Bank shall use commercially reasonable efforts to make available the reconciliation reports within the time frames set forth in the Service Documentation; however, Bank does not guarantee any specific delivery time or date.

POSITIVE PAY SERVICE

These Terms and Conditions provide information on the use of the Positive Pay Service described below (the “Positive Pay Service”).

- 1. DESCRIPTION OF POSITIVE PAY SERVICES.** The Positive Pay Service allows Customer to provide Bank with information on checks for Authorized Accounts, as designated by Customer, which may be paid without decision of Customer. Items that do not match such record will be referred to Customer for instruction to pay or return. The reporting and decision making process regarding the Positive Pay Service may be provided through the Online Banking Service and the terms of the Online Banking Service are incorporated herein by reference. In addition, you may establish an Automated Clearing House (ACH) filter to monitor and then approve ACH payments.
- 2. DEFINITIONS.** As used in these Service Terms, the following words or terms shall have the meanings set forth below:

“Check Issue File” means an electronic record provided to Bank by Customer describing checks drawn by Customer on an Authorized Account.

“Cut-Off Time” means the time established in the reference materials accessible through the Online Banking Service, or as otherwise provided by Bank to Customer.

“Exception Check” means a Presented Check that does not match a check in the applicable Check Issue File.

“Exception Check Report” means a report describing Exception Checks, which Bank provides to Customer.

“Item” means a check, substitute check, draft or other payment order.

“Pay Request” means the instructions that Customer provides to Bank ordering and authorizing Bank to pay an Exception Check.

“Presented Check” means an Item drawn on an Authorized Account and presented to Bank for payment through normal interbank check clearing procedures (e.g., local clearinghouse, Federal Reserve, or direct send presentment cash letter).

3. CHECK ISSUED FILE. Customer shall provide Bank via the Online Banking Service or Direct Transmission a list of the check numbers, issue dates and the exact amounts (dollars and cents) of the checks issued by Customer which are to be paid by Bank upon presentment (“Issued Check File”). If Bank is unable to process/load the Issue File for any reason, Bank will contact Customer and request the Issue File be modified and reissued.

4. PAYEE NAMES. If requested in the Service Documentation, Customer can include payee names as an additional point of comparison between checks presented and the Issued Check File, further strengthening Customer’s fraud control measures. Customer must upload payee name data with the Issued Check File, which shall become effective within two (2) Business Days thereafter. As Presented Checks are processed, the payee name is matched against the payee issue data from the File. Items that match the company’s issue data are then further processed for Positive Pay matching. Items that do not match are treated as Exception Checks.

5. PAYMENT OF PRESENTED CHECKS. Bank will match the check information contained in the Issued Check File against any Presented Checks. Customer authorizes and instructs Bank to pay Presented Checks that match the check numbers and amounts set forth in the Issued Check File, without further investigation or review. Customer agrees that: (a) Presented Checks that match the check numbers and amounts are, and should be treated by Bank as, properly payable; (b) Bank has no duty to inspect Presented Checks for unauthorized or improper signatures or alterations or otherwise to take steps to determine whether the items are properly payable; and (c) Bank may compare Issued Check File information with information that is encoded on Presented Checks.

6. REPORTING OF EXCEPTION CHECKS. If any Presented Checks do not match the information in the Issued Check Files (an “Exception Check”), Bank shall provide Customer a listing through the Online Banking Service describing each Exception Check (the “Exception Check Report”). Bank will pay or return Exception Checks in accordance with Customer’s decision:

6.1 Pay or Return Decisions. Customer will review its Exception Checks on the Online Banking Service and provide Bank with its “Pay” or “Return” decisions no later than the cutoff time set forth in the Service Documentation each Business Day. Customer understands and agrees that it is Customer’s responsibility to monitor the Exception Checks each Business Day, and that Bank is not responsible if Customer does not provide Bank with a decision by the deadline.

6.2 Default Decisions. If Customer fails to notify bank of its decision by cutoff time, Bank will follow Customer’s default decision (Pay or Return) as provided in the Service Documentation. If no default decision has been made, Bank shall return to the depository bank any Exception Check.

7. BANK’S DUTY TO DETECT ERRORS. Customer assumes full responsibility for the completeness, accuracy, and quality of all information furnished to Bank. Customer understands that it is important for the information to be exact (for example, the correct amount of an item must include both dollars and cents). Bank is not responsible for detecting any Customer error contained in any Check Issue File or Pay Request sent by Customer to Bank. Customer acknowledges and agrees that Bank is authorized to rely upon any information that Customer transmits to Bank. Bank’s willingness to process nonconforming information will not be considered a waiver of any requirement of this Agreement, and Bank may discontinue processing nonconforming information without prior notice.

8. STOP PAYMENTS. This Service is not a substitute for placing a stop payment order on checks. Any stop payment or return instructions that Customer gives to Bank will be governed by the Account Disclosures. In addition, Customer may not “void” an Item on a Check Issue File as a substitute for a stop payment request.

9. U.C.C. LIABILITY.

9.1 Wrongful Honor. It shall constitute a wrongful honor of an Item if Bank pays an Exception Check listed in an Exception Check Report, except where Customer issued a Pay Request or Customer selected the pay default option. In the event that there is a wrongful honor:

8.1.1 Bank's Liability. Bank's liability to Customer shall be limited to the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from payment.

8.1.2 Ordinary Care. Bank retains the right to assert Customer's failure to exercise ordinary care under U.C.C. Section 3-406 and 4-406.

8.1.3 No Damages. Bank retains the right to assert the defense that Customer has sustained no damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

8.2 Wrongful Dishonor. Bank shall have no liability to Customer for wrongful dishonor of a check when Bank, acting in good faith, returns an Exception Check: (i) that it reasonably believed was not properly payable; (ii) if there are insufficient Available Funds on deposit in the Authorized Account; or (iii) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

8.3 Rightful Payment and Dishonor.

8.3.1 Rightful Payment. If Bank honors an Exception Check in accordance with instructions issued by Customer, Customer acknowledges and agrees that such honor shall be rightful, and Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. Section 4-401.

8.3.2 Dishonor. If Bank dishonors an Exception Check in accordance with instructions issued by Customer, Customer acknowledges and agrees that the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under U.C.C. Section 4-402.

8.3.3 Reasonable Care. Customer agrees that Bank exercises reasonable care whenever it rightfully pays or returns an Exception Check consistent with the provisions of these Service Terms.

9. INDEMNIFICATION & TERMINATION.

9.1 Counterfeit and Duplicate Items. Customer understands that the Positive Pay Service may not identify counterfeit or duplicate Items. As such, Customer agrees to promptly review all statements, returned checks, reports, online banking reports, and other check transaction information made available to it by Bank.

9.2 Indemnification. Customer agrees to indemnify and hold harmless Bank from any and all losses, including reasonable legal fees and expenses, arising out of Bank's payment of any Item not properly payable against the Authorized Account.

9.3 Termination. Upon termination of the Positive Pay Service and/or the Agreement, Bank will have no further obligation to provide the Positive Pay Service or to notify Customer of any Exception Checks, including Exception Checks pertaining to checks added to the Check Issue File prior to the effect of the termination date.

10. ACH POSITIVE PAY. ACH Positive Pay allows Customers to view ACH transaction exceptions and make decisions to pay or return them. Customer shall identify all Accounts subject to ACH Positive Pay and provide payment rules on entries from certain originators, which will determine whether they will be charged to the designated Account or blocked. If an ACH entry matches the payment rules set by Customer, it will be processed and charged to the Customer's designated Account. If an ACH entry does not meet the payment rules, the transaction will be blocked and each blocked entry will be presented to Customer to make a decision whether to pay or return the entry. Information in the reporting of blocked entries will include, without limitation, the Account number, the name of the originator, the amount, and the effective date of the transaction. If no decision is made by Customer to pay or return exception entries by the deadline established by Bank, the blocked items will be returned.

REVERSE POSITIVE PAY SERVICE

These Terms and Conditions provide information on the use of the Reverse Positive Pay Service described below (the "Reverse Positive Pay Service").

1. **PAID FILE.** Bank will provide the Reverse Positive Pay Service for the Accounts designated by Company. On each Business Day, Bank will provide Customer a list of items presented for payment against the designated Account on the previous day. Information in the reporting will include, without limitation, the Account number, check number, and the amount of the presented item (the "Paid File"). Customer shall compare the information provided in the Paid File with the Customer's records, and notify Bank prior to the deadline established by Bank of any checks that should be returned. Bank is authorized to pay any

check listed on the Paid File, unless the Customer instructs Bank to return the check prior to the established deadline.

2. **RELIANCE ON CUSTOMER'S INSTRUCTIONS.** Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank shall have no responsibility for any liability, losses or damages resulting from (i) payment of any check or item in accordance with these Service Terms that was altered or unsigned or which bears the forged or unauthorized signature of Customer; (ii) the return of any check to the bank of first deposit; or (iii) Customer's failure to meet the established deadlines. Customer assumes all risks associated with fraudulent and in-branch cashed items.

Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide the Paid File will not discharge Customer's obligation with regards to any check that was otherwise properly payable at the time of presentment.

3. **STOP PAYMENTS.** Bank reserves the right to require Customer to place a stop payment order on any check to be returned, which is subject to Bank's customary stop payment fee.

RECEIVABLES SERVICES

CASH VAULT SERVICES

These Terms and Conditions provide information on the use of the Cash Vault Service described below (the "Cash Vault Service").

1. **Description of Service.** Customer may use the Cash Vault Service to make check, cash and/or coin deposits from Customer for credit into Customer's Account (a "Deposit") or make a withdrawal and receive currency and/or coins (a "Change Order") via an Armored Courier shipment between Customer and a secured facility specified by Bank.

2. **ARMORED COURIER.** Customer shall choose its own transportation agent, subject to Bank's approval (an "Armored Courier"), and Customer agrees that such agent is an independent contractor and not an agent, employee or other representative of Bank. Neither Bank nor its employees or agents shall supervise, direct or control the performance of an Armored Courier under this Agreement. Bank does not arrange for any deliveries on behalf of Customer with an Armored Courier and Bank is not liable for the actions and/or inactions of any Armored Courier.

3. **DEPOSITS.** For Deposits, Bank will accept currency, coin and checks in accordance with Customer's elections in the Service Documentation.

3.1. Deposits. Customer will prepare each Deposit in accordance with the Service Documentation. Customer will prepare Deposits in good order as follows: (i) currency and checks will be batched separately with each accompanied by a deposit ticket fully completed by Customer that states Customer's name and account number for each Deposit; (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) place all checks, cash and coins for deposit in a tamper evident deposit bag and secure the deposit bag in accordance with the Service Documentation or as may be necessary to ensure that the deposit bag is secured; (iv) Deposits will be delivered by Customer's Armored Courier to the secured facility specified by Bank; and (v) Deposits must be received prior to the daily cut-off time established by Bank, and any Deposits received by Bank or its agents after its cut-off time may be considered to have been received on the next Banking Day. Deposit tickets that are missing, blank or do not contain legible balance information are subject to delayed credit or even rejection by Bank.

3.2. No Foreign Currency Deposits. Bank will not accept coin or currency of any other country for deposit.

3.3. Validation of Credit. Bank or Bank's agent will count the coin, currency, and checks for deposit. Bank or its agent's count shall be presumed correct and final. Bank will notify Customer by appropriate means of any deposit for which Bank's count varies from Customer's deposit ticket. Customer understands that the deposit total listed on the deposit slip for any deposit is provisional until verified. Any variance identified may be corrected as a deposit adjustment and will be posted as a separate credit or debit to designated Account. In addition to Account statements, Bank will make available to Customer the cash vault adjustment report via the Online Banking Service which may assist Customer in reconciliation of the difference.

3.4. Damaged Deposit Bag. Bank shall refuse acceptance of any unsealed or damaged deposit bag.

4. **CHANGE ORDERS.** Customer may withdraw funds from its account(s) in coins and currency as specified in a Change Order prepared according to Bank's requirements as described in the Service Documentation. Bank will endeavor to fill all such Customer orders for coin and currency in strict compliance with Customer's instructions.

4.1. Automated System. Customer may place Change Orders through Bank's automated ordering system. Bank shall be entitled to rely upon the authenticity of any order submitted by Customer and shall have no obligation to verify the identity of any person purporting to be an Authorized User.

4.2. Change Order Limits. Bank may specify a daily Change Order limit and Customer agrees that it will not initiate a Change Order in excess of the designated limit and/or the immediately available funds in the designed Account. Change Orders may be placed no later than the cut-off time established by Bank for delivery on the next available Business Day.

4.3. Debit Authorization. Bank is hereby authorized to debit Customer's account for the amount of any such Change Order. All Cash Orders will be charged to the account designated by Customer.

4.4. Validation of Change Order. Customer agrees that it is Customer's responsibility to validate the Change Order upon receipt. Customer must notify Bank of any discrepancy pertaining to the Change Order within one (1) Business Days of receipt by Customer. Customer must provide sufficient documentation to back-up any disputed amounts. Upon validation of the discrepancy, Bank will credit or debit Customer as a correction. If the Change Order discrepancy cannot be validated, the Change Order amount is considered accurate and deemed final.

5. DELIVERY. A shipment by Customer to Bank via Armored Courier shall be deemed received by Bank at the time of the Armored Courier's delivery of such shipment to Bank's authorized processing facility. A shipment by Bank to Customer shall be deemed received by Customer at the time of Bank's delivery of such shipment to the Armored Courier.

6. LIMITATION OF LIABILITY. Customer acknowledges that the Cash Vault Service is provided by Bank as a convenience to and at risk of Customer. Customer accepts full responsibility for delivery of currency, coins, checks and other items to and from Bank. Customer is responsible for all service fees, Armored Courier fees and assumes all risk of loss with respect to deliveries to or from Bank.

7. PROCESSING TIMES. Bank will provide processing on all days Monday through Friday, except for holidays on which Bank is closed. Cash Vault Services using third party vendor applications with time stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time stamp data provided to Customer.

8. SMART SAFE DEPOSITS. Bank offers the Smart Safe Deposit Service in connection with the Cash Vault Services. The Smart Safe Deposit Service allows Customer to contract directly with one or more Armored Courier to utilize a smart safe vault placed at one or more Customer locations (each a "Smart Safe") that will enable Customer to receive Bank-offered provisional credit for any such currency residing in each safe. If the Smart Safe Deposit Service is selected by Customer and agreed to by Bank, the Armored Courier is responsible for providing on-going maintenance for the Smart Safe, currency pickups and delivery of the currency to Bank.

8.1. Provisional Credit. Prior to Bank's established cut-off time, the Armored Courier will provide Bank with an electronic presentment file of the currency amount at each Smart Safe location. Bank will post to Customer's account the credits, debits or adjustments in the presentment files sent by the Armored Courier. Bank shall provide provisional credit only for the declared values in the presentment file that were verified and accepted by the Armored Courier.

8.2. Non-Cash Deposits Not Allowed. All coin, check, mutilated currency, coupons or other similar items shall not be deposited in the Smart Safe, and shall be handled by Customer as a separate deposit and will not be given provisional credit under the Smart Safe Deposit Service.

8.3. Deposit at Bank. Customer must deliver the physical currency to Bank within applicable timeframes that are dependent on Customer's pickup frequency, which in no event shall be greater than eight (8) calendar days after Customer receives the provisional credit. If the aggregate amount of the currency received by Bank is less than the amount reported in the presentment file or if any physical currency is not received by Bank within the applicable timeframes, Bank will debit the applicable amount from Customer's account without further notice. Bank shall charge Customer's account for any counterfeit currency deposited in the Smart Safe.

8.4. Ownership of Safe Contents. Customer acknowledges and agrees that: (i) all items deposited in the Smart Safe, including, but not limited to, all coin, currency, checks, securities, bonds, and other valuables (without limitation, "Safe Contents") are held in trust solely for the benefit of Bank; (ii) Customer has no right, title and interest in the Safe Contents after they are deposited in the Smart Safe; and (iii) that Customer has no present ability and will not have the future ability to remove the Safe Contents from the Smart Safe. Customer further acknowledges and agrees that the provisions contained herein are enforceable against it regardless of whether Customer owns or leases the Smart Safe located at any Customer location.

8.5. Limitation of Liability. Bank shall not be responsible for the Smart Safe or any aspect of the Smart Safe Deposit Service provided by Customer's Armored Courier. Bank supports this service in a limited geographical area and each location requires approval before the service is supported by Bank.

RETAIL AND WHOLESALE LOCKBOX SERVICE

These Terms and Conditions provide information on the use of the Lockbox Service described below (the “Lockbox Service”).

1. DESCRIPTION OF LOCKBOX SERVICE. Bank and Customer have agreed to the establishment of a lockbox for the collection and depositing of Payments on behalf of Customer. Both business to business (wholesale service) and consumer to business (retail service) payments may be processed through Lockbox Service. Bank will provide Customer with reports and other information regarding the Lockbox Service. Customer shall provide the Authorized Account, Authorized Users and other specific designations in Service Documentation, which may be amended by the parties in writing.

2. DEFINITIONS. As used in these Service Terms, the following words or terms shall have the meanings set forth below.

“*Payments*” means checks, drafts, money orders and other approved forms of payment.

“*Payment Materials*” means a payment coupon, statement, invoice, or other material related to a payment.

“*Post Office Box*” means a container in the name of Bank located at a central mail collection facility in which Customer’s incoming mail is addressed and is held until collected by Bank or its agent.

3. NOTICE TO CUSTOMERS. Customer shall instruct its customers to send Remittances to the Post Office Box specified by Bank. Customer further agrees to instruct its customers not to send cash, returned merchandise, notices, communications or other materials with their payments to the address specified. Upon termination of this Lockbox Service, Customer agrees to notify its customers to stop sending payments to the designated Post Office Box.

4. SERVICE AUTHORIZATIONS. Bank is hereby authorized to: (i) have an unrestricted and exclusive Post Office Box, (ii) open and process mail delivered to the Post Office Box, (iii) process the Payment Documents, (iv) endorse all checks received with Bank’s standard lockbox indorsement, and (v) deposit all proceeds from Payment Documents into Customer’s Authorized Account on behalf of Customer. Bank may accept checks for deposit to Customer’s Authorized Account without indorsement and regardless of any difference between the name of the payee and Customer’s legal name. Customer will be deemed to warrant the indorsement of all items received. However, Bank may, at its discretion, reject items for deposit that are irregular in any way.

5. INFORMATION REPORTING. Customer consents to the digital imaging by Bank of Customer’s lockbox contents. Customer may access the contents of its lockbox through a secure web based system.

6. SERVICE PROCESSING PROCEDURES. As an agent for Customer, Bank shall remove the contents of the Post Office Box each Banking Day at intervals determined by Bank in its sole discretion. Bank, or its third party service provider, will use commercially reasonable efforts to process and deposit the Payments on the same Business Day as received if the Payments are received prior to Bank’s established cut off time. Bank will not reconcile the Payments to any Payment Materials contained in the envelope and Bank is not required to retain envelopes or forward them to Customer. Customer further acknowledges and agrees that Bank will not examine items received by Bank and processed in conjunction with the Lockbox Service. If Bank cannot determine the payment name, amount of a check or any other information required to process the Payment, Bank will return to Customer any such Payment as not suitable for deposit. In addition, Customer acknowledges the following:

6.1. Acceptable Payees. Customer shall provide the names of all acceptable payees in writing. To be acceptable for deposit, the payee of an item must be one of those provided, or a reasonable variation thereof. Bank reserves the right, in its sole discretion, to determine what a reasonable variation is. Bank will make all reasonable efforts to decipher the payee line on all items. However, if the payee line is not legible, as determined by Bank, in its sole discretion, Bank shall return the item, unprocessed, to Customer.

6.2. Differing Amounts. If an item’s written and numeric amounts differ, Bank shall process the check for the legal written amount. If Bank is unable to determine the legal written amount, the item will not be deposited and will be returned to Customer for disposition.

6.3. Restrictions and Conditional Notations. Bank shall not review items for restrictive indorsements and shall have no liability to Customer for the process and deposit of an item bearing restrictive or conditional notations such as “Payment in Full”, “Balance on Account”, “Full Accord and Satisfaction” or words of similar import.

6.4. Foreign Remittances. Items drawn on foreign banks or payable in foreign currency will be given availability upon credit and final approval.

7. RETAIL PROCESSING. Payment Materials and envelopes containing Payment Materials must be of a size and paper quality so as to be properly processed through Bank's equipment. Any coupons or encoded documentations submitted to Bank for processing must meet the specifications designated by Bank, if applicable. Failure to include certain Payment Materials may result in the Payment being returned to Customer.

8. RETURN ITEMS. Unless otherwise provided in the Service Documentation, Bank will handle dishonored or returned Payments in accordance with the terms and conditions for the Authorized Account then in effect.

9. THIRD PARTY SERVICE PROVIDERS. Customer consents to and agrees that Payments may be processed by a third party company that is contracted with Bank to perform the lockbox processing. Customer information may be kept on third party computer systems and available through a web-based system or Direct Transmission.

10. THIRD PARTY PAYEES. If Customer is acting as agent on behalf of a third party and Payments are payable or indorsed to such third party (the "Third Party Payee"), Customer represents and warrants to Bank the following: (i) Customer has obtained written authorization from the Third Party Payee for Bank to indorse the Third Party Payee's Payments and deposit all Payments in the Account specified in the Service Documentation; (ii) the Third Party Payee authorization includes an assignment to Customer of all right, title and interest in and to each of the Third Party Payee's Payments; (iii) Customer will retain a copy of each Third Party Payee authorization and provide a copy of any authorization to Bank upon request; and (iv) the Third Party Payee authorization will be in effect and fully operative at all times that Bank provides the Service.

11. HEALTHCARE LOCKBOX SERVICES. Customer acknowledges that, pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Bank's acceptance and processing any health care related Payments that includes Protected Health Information (as defined in 45 C.F.R. § 160.103) necessitates that the parties enter into a Business Associate Agreement ("BAA"). As such, Bank's processing of any health care related Payment is contingent on the execution of a BAA.

REMOTE DEPOSIT CAPTURE SERVICE

These Terms and Conditions provide information on the use of the Remote Deposit Capture Service describe below (the "RDC Service").

1. DESCRIPTION OF SERVICES. Customer may use Bank's RDC Service to scan images of checks and then transmit those images to Bank electronically for deposit. Customer agrees to scan and remotely deposit only checks that are acceptable to Bank for deposit into an Account, as designated in the Service Documentation. Customer will access an Internet-based program to record check images and balance bank deposits. Alternatively, upon Customer's request, standard check images in an Image Cash Letter file can be transmitted to Bank through a Secure File Transfer Protocol. A Bank approved scanner will be used for this process, although Customer may use approved scanning devices outside of those provided by Bank. All images must be processable by Bank and presented in a standardized format that complies with banking rules. Bank may refuse any check for deposit, with or without cause, or may elect to take a check on collection basis only.

2. DEFINITIONS.

2.1 Definitions. As used in these Service Terms, the following words or terms shall have the meanings set forth below:

"File" means the file containing an Imaged Item or Imaged Items transmitted to Bank for deposit through the RDC Service.

"Imaged Item" means the digitized image of an Item that is created by Customer.

"Item" means an instrument or a promise or order to pay money handled by a bank for collection or payment, which includes a check.

2.2 Additional Defined Terms. All other words or terms used and not otherwise defined in this Agreement which are defined in the U.C.C. or Regulation CC of the Federal Reserve Board (codified at 12 CFR Part 229), shall have the meanings given to them therein.

3. EQUIPMENT AND SOFTWARE.

3.1 Software. Bank will provide Customer with access to software to be used for the RDC Service. Customer acknowledges that any software is the property of Bank or Bank is the holder of a license for the software and that Customer is a licensee or sublicensee of the software. Customer's license of and permission to use the software is non-exclusive and nontransferable, and it extends only to Customer's own use of such software for the purpose of the RDC Service. Customer

further agrees not to copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, circulate, distribute, transfer, assign, or commercially exploit any software provided with the RDC Service.

3.2. Equipment. Customer shall use only equipment that meets Bank's service specifications and abide by all usage terms as set forth by Bank. Company may choose to either purchase RDC Service equipment from Bank or from a third party vendor approved by Bank, or rent the equipment from Bank. If Customer rents equipment from Bank, the equipment will remain Bank property and Customer shall pay Bank the applicable equipment use fees. Customer shall be solely responsible for maintaining and repairing any purchased equipment. Bank will provide repair services for any rented equipment and Bank will provide repair service for any Bank purchased Equipment at Customer's sole expense. Regardless of ownership, Customer agrees not to bypass, override or disable any security mechanisms in the equipment used with the RDC Service.

3.3. Waiver of Warranties. Bank and any providers of any equipment made available to Customer make no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose, non-infringement, or of merchantability, with respect to the service or any equipment. Customer hereby waives and releases Bank and any third party equipment providers from any warranty arising from any course of performance, course of dealing or usage of trade. Neither Bank nor any third party equipment provider warrants that operations of the equipment for the RDC Service will be error-free or uninterrupted.

3.4. Location of Equipment. Customer acknowledges and agrees that Bank must know where the equipment is physically located at all times, and all RDC Service equipment shall remain inside the United States at all times. Customer shall give Bank notice of where the equipment is installed and will give Bank thirty (30) days advance notice before moving the equipment.

4. DEPOSITS. Bank will accept for deposit to the designated account a File transmitted to bank in compliance with these Service Terms. Customer agrees to: (i) follow Bank's service instructions for capturing and transmitting imaged Items and other information to Bank; (ii) ensure that "for deposit only to account number [provide deposit account number]" or similar wording is clearly printed above the indorsement on all Items; (iii) view each Item as it is scanned to ensure that the images (front and back) are being captured and accurately and legibly depict all information on the original Item; and (iv) each imaged Item meets the specifications provided by Bank to meet the standards for image quality established by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve, and any other applicable regulatory agency, clearing house or associations. Bank will process each imaged item after Bank has received Customer's transmission of the File. Bank will use commercially reasonable efforts to process imaged items within the timeliness established by bank. If an imaged Item is not complete or not useable, the imaged item may not be processed and customer shall be notified of the error.

5. Imaged Cash Letter Files.

5.1. Delivery of Imaged Cash Letter Files. Upon Customer's request, Customer or a third party acting as the Customer's agent may transmit Imaged Items through Customer's own methods and devices delivered through Secure File Transfer Protocol an Image Cash Letter file to Bank for processing in accordance with these Service Terms and any Service Documentation. Each Image Cash Letter file must meet Bank's quality standards for processing and be in a file that conforms to the ANSI DSTU X9.37 standard and/or any other standards required by the Board of Governors of the Federal Reserve. Bank may refuse to deposit any Image Cash Letter file or Imaged Item therein, with or without cause.

5.2. Third Party Agents. Customer shall be solely responsible for all actions and obligation of any third party agent with regards to the creation and transmission of an Imaged Cash Letter. Customer acknowledges that, among other things, Customer is liable for the breaches of warranties and obligation, including liability for indemnification for such breaches, as if Customer breached such warranties and/or obligations itself. Customer agrees to notify Bank of each third party agent and provide any additional information regarding the agent that Bank may request. Bank may in its sole discretion choose not to accept Files from any third party agent.

6. ITEMS DEPOSITED. Customer agrees to scan and remotely deposit only Items, which are acceptable to Bank for deposit into an Account pursuant to the terms of the Account Regulations. Further, Customer may not use the RDC Service to deposit: (i) checks payable to a third party; (ii) demand drafts or remotely created checks (i.e., checks lacking the original signature of the drawer); (iii) substitute checks (i.e., paper checks created from an electronic image); (iv) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (v) checks that have previously been returned unpaid for any reason; (vi) checks that are postdated or more than six (6) months old; (vii) checks drawn on a foreign bank or payable in a foreign currency; (ix) checks payable to "Cash;" (x) checks issued by Customer or any affiliate through 20% or greater common ownership or control; (xi) registered government warrants; (xii) any check that Customer suspects is fraudulent or not properly authorized; or (xiii) any check or checks that exceed the transaction limitation(s) that Bank establishes. Bank's processing of any of the checks described above shall not obligate Bank to continue that practice, and Bank may stop doing so without cause or prior notice.

7. SECURITY OF ORIGINAL ITEM.

7.1. Retention Period and Destruction of Original Item. Customer shall securely store the original Item for a period of not less than forty-five (45) calendar days after transmitting the Digital Item to Bank (the “Retention Period”). Customer shall take appropriate security measures to ensure that only authorized personnel shall have access to the original Item, that the information contained on the Item will not be disclosed, and Customer agrees not to attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original checks (or copies of such checks, whether in paper or electronic form) with Bank or any other bank. In addition, Customer will provide Bank with the original Item (if it is within Customer’s possession) or a sufficient copy of the check within five (5) Business Days of Bank’s request. Upon the expiration of the Retention Period, Customer shall promptly destroy (by shredding or by such other method that ensures the complete destruction of the item) the original Item.

7.2. Security of Original Item. Customer shall adopt commercially reasonable security procedures in connection with the storage and destruction of original checks and any copies of such checks and adequately train employees on the use of the service and evaluate the need for separation of employee duties to reduce the risk of fraud.

8. REFUSAL TO DEPOSIT; PROVISIONAL CREDIT. Bank may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. If Bank accepts a check for collection, Bank will send it to the institution upon which it is drawn, but will not credit Customer’s Authorized Account for the amount until Bank receives the funds from the other institution. If Bank elects to credit Customer’s Authorized Account before then, such credit shall be provisional and Bank may charge the amount back if Bank does not receive payment for any reason.

9. WARRANTIES. Customer represents and warrants the following with respect to each Item in a File that Customer transmits electronically to Bank: (i) the preparation and presentment of the Imaged Item comply with the terms and conditions set forth herein, (ii) Customer has the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check; (iii) the digital image of the Item transmitted to Bank is a true and correct image of the original Item and accurately represents all of the information on the front and back of the original Item, including (without limitation) all indorsements, at the time of transmission; (iv) Customer, or any third party acting on behalf of Customer, has not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the Item or that otherwise may prevent Bank or another institution from capturing or processing such information; (v) Customer has reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate, (vi) Customer makes all warranties that would otherwise apply to the check if it had been a paper item deposited with Bank; (vii) Customer makes all encoding, transfer, presentment and other warranties that Bank (or any correspondent bank) are deemed to provide to others (e.g., as a reconverting bank) under Reg CC and other any law, clearing house rule, or image exchange network or agreement to which Bank is a party; (viii) the original Item, or a paper or electronic representation, has not previously been deposited for collection with Bank or any other financial institution, and no depository bank, drawee, drawer, or indorser will be asked to pay an Item that is already has paid; (ix) Customer has no knowledge or notice of information to indicate that the transaction is fraudulent, and (x) Customer will not submit files with malicious code.

10. RETURNS. Customer acknowledges that Items may be returned by the receiving bank for insufficient funds or other reasons. If a check is returned unpaid to Bank for any reason, Bank may return it to Customer in the form of a substitute check. If Customer decides to redeposit the returned item, Customer may only redeposit the substitute check; Customer may not deposit the original check. Checks that Customer deposits through this service will be subject to the Funds Availability Policy set forth in the account agreement. If the drawee of a check or another third party makes a claim against Bank or seeks a re-credit with respect to any check processed through this Service, Bank may provisionally freeze or hold aside a like amount in Customer’s account pending Bank’s investigation and resolution of the claim. Bank also may charge Customer’s account for any check that is returned, whether or not the return is timely or proper.

11. ERRORS & ADJUSTMENTS. If Bank finds a discrepancy between the amount collected or paid on an Item and the amount credited or debited in Customer’s account, Bank will make the appropriate adjustments and notify Customer thereof. Bank security procedures are not designed for the detection of errors. Bank will not be obligated to detect errors by Customer, even if Bank can take certain actions to do so.

12. NO DOUBLE PRESENTMENT. Once a check is transmitted to Bank, Customer agrees not to attempt, directly or indirectly, to negotiate, deliver, transfer or deposit the original checks (or copies of such checks, whether in paper or electronic form) with Bank or any other bank.

13. INDEMNIFICATION. In addition to any other obligation Customer has to indemnify Bank, Customer agrees to indemnify, defend, and hold Bank harmless against any and all actions, proceedings, liabilities, losses, costs (including attorney’s fees) and claims that result from or arise in connection with the RDC Service, including: (i) any breach of Customer’s warranties, representations, covenants and/or obligations under these Service Terms; (ii) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of check images or information to Bank; or (iii) any claim by a recipient of a substitute check corresponding to a check processed through the service, that the recipient incurred a loss due to the receipt of the substitute check instead of the original check, or multiple payments with respect to the same original check, based on any combination of the original check, the substitute check and/or any paper or electronic copy of either.

14. RIGHT TO AUDIT. Customer shall allow Bank to examine the physical location where Customer captures and transmits check images and store original checks to confirm compliance with this Agreement. In addition, Customer shall allow Bank to inspect any audit report related to your operational process for the RDC Service.

15. SECURITY PROCEDURES. The RDC Service shall only be used by the System Administrator and the designated Authorized Users. Customer agrees to take all necessary steps to ensure that the RDC Service is used in accordance with the following:

15.1. RDC System Administrator and Authorized Users. As part of the RDC Service implementation process, Customer shall designate a security administrator (the "RDC System Administrator") who will have a broad range of responsibilities with respect to Customer's secure use of the RDC Service, and Customer agrees that there will be a RDC System Administrator at all times. Customer acknowledges that the responsibilities of RDC System Administrator include, but are not limited to: (i) receiving and maintaining all Security Credentials for the RDC Service; (ii) designating Authorized Users, (iii) granting access to Authorized Users to deposit into designated Account(s); (iv) promptly removing access for terminated employees or for employees no longer authorized to access or to perform specific duties, (v) distributing and maintaining Security Credentials to Authorized Users and implement strong password usage controls, (vi) reviewing Authorized User access periodically to ensure access to the RDC Service is restricted to users who need it in the performance of their job functions and (vii) properly securing Customer's equipment and network systems to prevent inappropriate use. Bank may act on the instruction of RDC System Administrator until Bank shall have received written notice to the contrary from an Authorized User. Bank shall be given a reasonable time to act on such written notice re-assigning the person designated as RDC System Administrator.

15.2. Security Credentials. RDC System Administrator and any Authorized Users will access the RDC Service by supplying two Security Credentials: "User ID" and "User Password." Upon entry of these Security Credentials, the system will authenticate the Authorized User.

15.3. Security Credential Protection. Customer agrees to keep all Security Credentials strictly confidential and establish and maintain all procedures necessary to assure that the Security Credentials will be maintained in the strictest confidence. Customer agrees to immediately notify Bank if Customer becomes aware of any of the following: (a) any loss, theft or suspected loss or theft of the Security Credentials of RDC System Administrator or any Authorized User; (b) any unauthorized use of the Security Credentials, or of the RDC Service; (c) any failure by Bank to act on appropriate instructions received from Customer in connection with the RDC Service, which instructions or requests have been received and/ or transmitted through the RDC Service; or (d) any receipt and/or confirmation of instructions or requests which Customer did not place, or any similarly inaccurate or conflicting report or information received.

15.4. Internal Security Practices. Customer bears sole responsibility for establishing, maintaining, implementing and updating policies, procedures, equipment and software that ensure the security and integrity of Customer's computer systems and information protect against unauthorized use, intrusion, takeover or theft, and prevent Security Credentials from any unauthorized discovery or use.