

This Service Description is part of the Treasury Services Master Agreement (“Master Agreement”) as currently in effect between you and BMO Bank N.A. (“we,” “our” or “us”). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained therein. Any reference herein to the Master Agreement shall be deemed to include the terms of this Service Description. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

## 1. Services.

We will make available to you our Convenience Pay Service (the “Service”) subject to the terms of the Master Agreement and this Service Description. You hereby engage us to provide the Services, which include the Convenience Pay Web, Convenience Pay IVRS (as defined below) Services and Client Access Portal, as described in this Service Description. The Services include processing of payment and return instructions (each, an “Instruction”) received from your customers or by you using the Client Access Portal if selected in the Service Documentation, both individuals and other legal entities arranging for payments to you (each, a “Remitter”) by credit card or by authorizing an electronic funds transfer (“EFT”) from or ACH debit (as defined in the NACHA Rules) to a deposit account held by the Remitter. Instructions may be made to establish recurring payments (“Recurring Payments”), as described below, or single payments, at your option. Each Instruction received shall include the Remitter’s authorization to initiate the EFT, ACH or credit card payment. You will specify which Services you intend to use as well as the requirements and specifications with respect thereto in the Service Documentation.

- (a) *Convenience Pay Web.* We will design (in consultation with you), establish and maintain a Web Site (the “Web Site”) for Remitters to provide Instructions authorizing payments to you. We will provide access, and a hyperlink with your web site(s), to the Web Site. You shall comply with the requirements and specifications for hyperlinks to, and use of, the Web Site provided by us and as set forth in the Service Documentation. We reserve the right to refuse to broadcast any message, e-mail text, advertisement or marketing campaign that, in our sole discretion, we determine is inappropriate or would negatively affect our image or reputation.
- (b) *Convenience Pay IVRS.* We will design (in consultation with you), establish and maintain an Interactive Voice Response System (“IVRS”) accessible by Remitters to provide Instructions authorizing payments to you. Instructions received from Remitters via the IVRS will be transmitted to us via the medium, in the format, and in accordance with all of the other specifications and requirements, set forth in the Service Documentation.
- (c) *Client Access Portal.* We may also make available to you the ability to access certain information and conduct certain activities from time to time on the Web Site through the Client Access Portal. These activities may include, but not be limited to, the ability to view and review individual Remitter payments to you, to originate Instructions in response to an authorization received by you from a Remitter, view and print reports of activity on the Web Site (both settled and unsettled payment Instructions), and to void open Remitter Instructions if submitted prior to the established cut-off time. You will be issued and required to follow the Security Procedures established by us to access and use the Client Access Portal. You agree that we are entitled to rely on and act upon any directions, which may include revoking an Instruction from a Remitter or initiating an ACH debit to a Remitter’s account, issued using the Security Procedures assigned to you and you agree that you shall be liable for any such directions received by us in accordance with the Security Procedures and processed by us in good faith. Notwithstanding any other terms included in the Agreement, we may discontinue your access to the Client Access Portal at any time if we suspect there is a breach in security or the Client Access Portal is no longer available generally.
- (d) *ACH and EFT Instruction Processing.* We shall use Instructions submitted by each Remitter or by you to facilitate your initiation of EFT or ACH debit and credit transactions as specified by you in the Service Documentation. We agree to act as the Originating Depository Financial Institution (as defined in the NACHA Rules) for the ACH debit and credit transactions authorized by you and in accordance with the Instruction of the Remitters received by us. You shall be the Originator (as defined in the NACHA Rules) of all such transactions. The obligations and responsibilities of you and us with respect to all such ACH transactions or

entries will be subject to the terms and conditions of the Service Description or other agreement between you and us for ACH origination services (which includes the NACHA Rules).

- *Credit Card Instruction Processing.* We will accept Instructions for credit card charges in favor of you that are authorized by Remitters either as provided by the Remitter on the Web Site, through IVRS or entered by you using the Client Access Portal. We will forward these Instructions to be processed to a merchant processor with which you have entered into a credit card processing agreement and that is acceptable to us (each a “Merchant Processor”). Any charge to a Remitter’s credit card shall identify you as the originator or the merchant originating such charge. We shall have no obligation with respect to the processing of credit card payments, other than to transmit such credit card Instruction to the Merchant Processor designated by you and acceptable to us, and we have no obligation to transmit such Instructions to such Merchant Processor unless and until the Merchant Processor advises us that it is acceptable to do so. You shall comply with the specifications and requirements for the maintenance and security of any Instructions you transfer to us, as required by us or the applicable Merchant Processor. For purposes of the Agreement, it is expressly acknowledged and agreed by you that any Merchant Processor shall constitute a Vendor of yours and not our processor or other third party servicer or agent.
  - *Recurring Payments.* If you so elect on the Service Documentation, Remitters may be permitted to enter Instructions to establish a Recurring Payment to you. Recurring Payments will be limited to Convenience Pay Web Site and ACH Instruction processing. We will process the Instructions for a Recurring Payment, even if any such Recurring Payment is rejected or returned unpaid, until you or the Remitter notify us not to process such Recurring Payment and we have a reasonable time to act. You shall also notify us if a Remitter revokes authorization for a Recurring Payment within a reasonable period of time prior to the next Recurring Payment; *provided, however,* that as long as we use our reasonable efforts we shall have no liability for failure to cancel such Recurring Payment.
- (e) *Remittance Data and Information.* We will provide you with payment details and summaries reflecting the total payments received based on the Instructions received and processed by us. Such information will be provided to you pursuant to the instructions provided by you on the Service Documentation. Information received via the Web Site, IVRS or otherwise (including Instructions) will be available for access by you, subject to any applicable security or other restrictions. If such information must be resent you must notify us within two (2) business days (i.e., Monday through Friday, excluding Federal holidays) of the day we provide or make such information available to you.
- (f) *Security Procedures Remitter and Client.*
- (i) *Remitter Authentication.* Each Remitter will be required to provide the access code or other security data necessary to access the Convenience Pay IVRS and/or the Convenience Pay Web Site and provide Instructions as a Remitter. The codes, security data or other information will be described in the information provided in the Service Documentation (collectively, the “Remitter Security Procedure”). You acknowledge and agree that we will rely on the Remitter Security Procedure to identify each customer who accesses the Convenience Pay IVRS and the Convenience Pay Web Site as a Remitter. You further acknowledge and agree that: (A) we shall have no liability for relying on such authentication and processing the Instructions received as an authorization to initiate an EFT, ACH or credit card transaction as described above and that you shall be liable for all such Instructions processed by us in good faith as set forth herein, and (B) you shall be responsible for and in all respects liable for providing any disclosures to your Remitters as required by Applicable Law or regulation for the Remitter to initiate the transactions contemplated by the Services.
  - (ii) *Client Authentication.* You hereby agree to follow the Security Procedures required for submitting any Instruction or any Entry Data (as defined in the ACH Origination Service Description) as required by the terms of the ACH Origination Service Description and that any and all such Instructions and Entry Data are subject to the terms of the ACH Origination Service Description, including the limitations on our liability and your indemnification obligations therein.

## **2. Bank Work Product and Limited License.**

- (a) *Bank Work Product.* You agree that we shall retain exclusive ownership of the Web Site, IVRS, process flows, process designs, web layouts, web screens, electronic templates, or any other data, text or information in any form that is created, developed, or modified by you or us in connection with the Services including pursuant to the Service Documentation (collectively, the “Bank Work Product”). Your access to or use of

Bank Work Product may be discontinued by us upon termination of the Master Agreement, this Service Description or any of the Services. To the extent that any of your proprietary information, trademark, trade name, service mark, service name, copyrighted or patented material or other intellectual property (collectively, “*Intellectual Property*”) is incorporated into any Bank Work Product, you grant us a non-exclusive, worldwide, paid up, perpetual license to use, copy, and modify any such Intellectual Property as integrated into such Bank Work Product. However, we shall only use or modify your Intellectual Property in connection with the Services provided to you during the term of this Service Description.

- (b) *Limited License*. You grant us a non-exclusive, worldwide, paid up, limited license to use your Intellectual Property in connection with the Services during the term of this Service Description. Except as agreed by you in writing, we will not use your Intellectual Property for any purpose not related to the Services.

### **3. Limitation of Liability; Indemnity.**

Except as otherwise provided herein, you agree that we shall only be liable for direct damages under this Service Description as determined by the standard of care in accordance with the liability provisions of the Master Agreement.

In addition to the other indemnities set forth in the Master Agreement, you agree to indemnify, defend and hold us and our agents harmless from and against any and all Claims relating to or arising in connection with:

- (i) use of the Service, Web Site, Client Access Portal or IVRS by you or any Remitter or other third party (including, but not limited to, Claims that any authentication, authorization or Instructions were not authorized or were otherwise invalid);
- (ii) any Bank Work Product;
- (iii) Claims of infringement of Intellectual Property;
- (iv) any failure by you to comply with the NACHA Rules or other applicable body governing payments systems, Applicable Law or regulation, or card association rules (collectively, the “*Rules*”), or penalty or fine assessed against us from your failure to comply with the Rules; or
- (vi) the provision or display of any message, e-mail text, advertisement or marketing campaign on the Web Site, *provided, however*, that you shall not be obligated to indemnify us for such Claims to the extent attributable to our failure to meet the requisite standard of care set forth in the Master Agreement.

We will use commercially reasonable efforts to maintain the functionality and security the Web Site and the IVRS and assist you in the recovery of any data (including Instructions) that is lost or destroyed in connection with use of the Web Site or IVRS by you or a Remitter; *provided, however*, we will not be responsible nor have any liability whatsoever for:

- (i) any Instruction, information or other data relating to you, a Remitter or any other user or any of their transactions that is lost, destroyed or intercepted in connection with the use of the Web Site or IVRS;
- (ii) any application errors in or security breaches with respect to any information communicated through the Web Site or IVRS (including, without limitation, Instructions), the Internet, any browser, or any common carrier communications facility;
- (iii) the inability to access or provide Instructions using the Web Site or IVRS a Remitter or other third party;
- (iv) any damages arising from the failure to transmit, obtain or collect Instructions; or
- (v) any faulty or erroneous data input by Remitters, Vendors or other users.

### **4. Termination.**

The termination of the Service Description for any reason does not terminate your obligation to pay chargebacks and returns which may be received by us after the termination date under the Rules. Upon notice of termination, based on return volume history from the previous twelve (12) months, we may require a minimum balance in a designated Account accessible to us for payment of returns to be held for up to ninety (90) days after the effective date of termination.

### **5. Your Representations; Warranties and Covenants.**

In addition to the representations, warranties and covenants set forth in the Master Agreement, you represent, warrant and covenant that: (i) any authentications made by you or authorizations provided by you to us with the Instructions shall be obtained by you in compliance with the Rules and any Instructions initiated by you shall be authorized by the Remitter as required by the Rules, (ii) you are the owner or authorized licensee of any Intellectual Property, with full right to grant a license to use the Intellectual Property to us as provided in this Service Description, and (iii) you have provided each Remitter with any disclosure required by applicable law and regulation.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.

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