

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury and payment services (the “*Master Agreement*”) in effect between you and BMO Bank N.A. (“*we*” or “*us*”), and is subject to all of the terms and conditions contained in the Master Agreement. Any capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Master Agreement or, if not defined therein, in the applicable Account Agreement.

## 1. Service.

We will make available to you our Online Billpay Consolidator Service (the “*Service*”) subject to the terms of the Master Agreement and this Service Description.

- (a) The Service automates the collection of online bill payments with a daily electronic funds transfer and a daily remittance file. The Service connects you to one or more online bill payment processing and clearing networks as may be offered through the Service from time to time (each, a “*Clearing Network*”). When a payer initiates a payment through a participating billpay system, the payment may be translated into an electronic funds transfer to the applicable Clearing Network accompanied by associated payment information. We will aggregate the payments directed to you on a daily basis through the participating Clearing Networks and make the funds collected on your behalf during the previous day available to you via electronic funds transfer, accompanied by an electronic file containing the associated remittance/cash application information which can be uploaded by you to your accounting system.
- (b) Under certain circumstances, when a payer initiates a payment through a participating billpay system, the payment will not be translated into an electronic funds transfer, but instead a check will be generated and mailed to you. This may occur, for example and without limitation, if the payer enters erroneous information when initiating the payment, or if you make a change in your identifying information and don’t communicate the change to us in the manner we prescribe.
- (c) We will initiate, and you hereby authorize us to initiate, ACH credit entries to and ACH debit entries from a deposit account you hold with us. Such entries may be initiated to deposit funds, pay fees, to reverse erroneous deposits, or for any other purpose we deem proper in connection with the Service.
- (e) As part of the Service, we may grant you access to an online internet portal (the “*Portal*”) through Online Banking for Business (“*OLBB*”), direct web address, or as otherwise permitted from time to time to allow you to provide and receive information in connection with the Service.
- (f) Before accessing the Service, you must complete the required Service Documentation which must be accepted by us. You must also complete the required setup procedures. You are responsible for the contents of all setup instructions delivered to us. If you wish to access any part of the Service which may be available through OLBB, you must also sign up for the OLBB service and complete the applicable Service Documentation and setup process and we must agree to provide that service to you. Your use of the Service through OLBB is also subject to the terms and conditions of the Service Documentation for that service.

## 2. The Portal.

- (a) Grant of Access Rights. Subject to the terms of this Service Description, we grant to you a non-exclusive, revocable, non-transferable, and limited right to access and use the Portal in accordance with the terms of this Service Description and for your internal business purposes only. You acknowledge that the Portal is proprietary to us and that you receive no copyright, intellectual property rights or other rights (other than those described in this Service Description) in or to the Portal. You agree to comply with all guidelines, notices, advisories, restrictions, legends or disclaimers displayed on or linked to the Portal and that we may otherwise communicate to you.
- (b) Access Methods. You must use the passwords and other Security Procedures that we may issue to you or otherwise establish for you from time to time to access the Portal or otherwise in connection with the Service. You are solely responsible for ensuring that the Security Procedures are known to and used only by

those authorized users within your organization ("*Authorized Users*") as identified in the Service Documentation. In our discretion, we may deny access to the Portal to any user.

You will notify us immediately if you become aware of any unauthorized access to or use of the Portal, or if any Security Procedures have been lost, stolen, or compromised. You will cooperate with us in any investigation and agree to take corrective measures to protect your account from further unauthorized use or fraudulent activity. You will notify us immediately if an Authorized User ceases to be associated with your organization or is no longer authorized to access the Portal on your behalf, or if for any other reason you would like to modify or remove an Authorized User's access to the Portal.

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

- (a) WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICE PROVIDED BY US AND OUR THIRD-PARTY PROVIDERS ARE ON AN "AS IS" BASIS AT YOUR SOLE RISK. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE SERVICES WITH RESPECT TO THEIR CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY.
- (b) YOU ACKNOWLEDGE THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. WE MAKE NO WARRANTY WHATSOEVER TO YOU, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF THE PORTAL, INCLUDING WITH RESPECT TO THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED BY YOU THROUGH THIS SERVICE, AND BANK DISCLAIMS ALL LIABILITY FOR ANY SECURITY BREACH THAT DOES NOT RESULT FROM OUR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) WE ARE NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY PARTICIPATING BILLPAY SYSTEM, CLEARING NETWORK, PAYMENT NETWORK, OR OTHER THIRD PARTY, AND YOU HEREBY WAIVE AND RELEASE US FROM ANY CLAIM YOU MAY HAVE AGAINST US RELATING THERETO.
- (d) 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 including the limitations on our liability set forth therein.
- (e) We will not be responsible nor have any liability whatsoever for (i) any information or other data relating to you or a payer that is lost, destroyed or intercepted in connection with the use of the Service, (ii) any faulty or erroneous data input by payers or others, or failure on your part to communicate to us a change in your identifying information in the manner we prescribe, or (iii) any errors or delays in funds transfers or in transaction billing data transmissions.
- (f) In addition to any indemnification obligations under the Master Agreement, you agree to indemnify us, our Affiliates, and each of our and their respective officers, directors, employees, agents, and service providers (collectively, "*Indemnified Parties*") for, and defend and hold harmless each of the Indemnified Parties from and against, any and all actions, losses, damages, claims, demands, liabilities, costs, or expenses, including court costs and reasonable attorneys' fees and expenses (collectively "*Claims*"), resulting directly or indirectly from your use of the Service (including, without limitation, any and all Claims in connection with complying with or responding to subpoenas, summonses, search warrants, or requests or demands from government agencies), except to the extent that such Claims are determined by an arbitrator in accordance with the Master Agreement or a court of competent jurisdiction by a final and non-appealable order to have resulted from our gross negligence or willful misconduct.

### **4. Termination.**

We may terminate the Service at any time upon fifteen (15) days prior written notice to you for any reason, including without limitation your failure to approve or return payments in the processing queue for the Service within specified time periods or your failure to promptly respond to research requests involving payments. We may also suspend or terminate the Service upon notice to you if our agreement with our third-party vendor in connection with providing the Service is terminated or if our third-party vendor otherwise ceases to support the Service for any reason.

The termination of the Service for any reason does not terminate your obligation to pay us any amounts you may owe relating to transactions occurring prior to termination.

## **5. Your Representation and Warranties.**

In addition to the representations, warranties and covenants set forth in the Master Agreement, you represent, warrant and covenant that: (i) the information you provide in connection with the set-up and implementation of the Service will be accurate and complete, and (ii) you have provided each payer 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.