

This Service Description is part of the Treasury Services Master Agreement (the "*Master Agreement*") currently in effect between you and BMO Bank N.A. ("*we*" or "*us*" and "*our*"). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Services.

We will provide the lockbox services described below in accordance with the terms and conditions of this Service Description and the related Service Documentation (the "*Services*"). Services provided to you will vary from this Service Description only as requested by you in writing and approved by us.

- (a) **Assignment of Lockbox Number.** We will make available to you a designated lockbox at a U.S. Postal facility ("*Lockbox*"), assign a Lockbox number or bank identification number ("*BIN*") for the receipt of checks, drafts and money orders (collectively, "*Checks*") as well as credit card payments, as described below ("*Charges*"), and advise you of the mailing address for that Lockbox number or BIN (the "*Remittance Address*").
- (b) **Mail Pickup and Receipt.** We will pick up mail received at the Remittance Address in accordance with our regular schedule. We may change the scheduled pick up of mail at any time at our discretion.
- (c) **Lockbox Remittances.**
 - (i) **Checks.** We will open mail picked up at the Remittance Address, extract Checks and remittance documents, and process and prepare Checks for deposit to your designated Account. We will provide you with electronic images of all Checks processed for that day in accordance with your instructions, and will maintain digitized images of all Checks processed for our customary retention period.
 - **Deposit of Checks.** You represent and warrant that you have the legal authority to accept for deposit and otherwise negotiate Checks payable to payees different from your legal name as such names designated on the Service Documentation. We will deposit Checks in or otherwise credit your designated Account for Checks processed on each business day (i.e., Monday through Friday, excluding Federal holidays) (each a "*Business Day*") in accordance with our customary practices, deposit cut-off hours and Applicable Law. You may also designate an Account as your "settlement account" to be credited for Charges or debited by your Merchant Processor (as defined below) under the terms of your merchant services agreement.
 - **Charge backs.** We will have the right to charge back to your designated Account for the amount of any Check deposited in or otherwise credited to your Account through this Service which we determine was not payable to you or is returned to us for any reason.
 - **Foreign Checks.** Foreign Checks or Checks drawn on a currency other than U.S. dollars will be sent for collection and deposited unless you have requested in writing that foreign Checks be returned to you unprocessed.
 - (ii) **Charges.** In addition to processing Checks, we may, subject to the terms and conditions hereof, process authorizations for Charges in your favor that are received in the Lockbox. We will forward these authorizations to be processed to a merchant processor with which you have entered into a credit card authorization agreement and that is acceptable to us (a "*Merchant Processor*"). Any Charge received in a Lockbox to a 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 any Charge other than to transmit such Charge authorization to the Merchant Processor under our then current processing procedures, and we have no

obligation to transmit such authorizations 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 this Service Description, it is expressly acknowledged and agreed by you that any Merchant Processor shall constitute a vendor of yours and not a processor or other third party servicer or agent of ours.

- (d) **Processing.** We shall not be deemed to have received a Check or Charge until we have received it from the United States Post Office and processed the Check or Charge according to our procedures. To accomplish automated processing and to maximize your deposit availability, we do not examine Checks (including, without limitation, any inspection for missing signatures, dates, payees, endorsements, or guarantee amounts) except as provided in any separate Service feature you use with us. Further, we do not attempt to isolate Checks bearing restrictive legends or endorsements (e.g., “paid in full,” “final payment” or words of similar meaning). You hereby agree that we do not assume any responsibility or liability for our failure to discover and forward such items to you.
- (e) **Remittance Data.** We may accumulate remittance data during the processing of your Lockbox deposits and may transmit that data to you in accordance with your instructions. Remittance data may include the account number, the amount billed, the amount paid, or other data contained in the remittance documents.
- (f) **Service Options; Service Providers.** We offer a number of optional services (the “*Service Options*”) that are described in Appendix A to this Service Description (the “*Service Option Descriptions*”) and that you may select pursuant to the Service Documentation. The Services will be provided to you in accordance with such Service Option Descriptions and the terms of this Service Description and the Master Agreement. If any provision of this Service Description directly conflicts with the Service Option Descriptions, the terms of the Service Option Descriptions will control. You may be subject to additional fees and costs for Service Options.

You agree that we may use a third party service provider to provide part or all of the Services (including the Service Options), and that such service provider is subject to the same protections as us under this Service Description and the Master Agreement.

2. Optical Character Recognition Scannable Coupon Processing.

- (a) We will program our processing systems to recognize your standard remittance envelopes and your Optical Character Recognition (“*OCR*”) documents based on the sample OCR documents that you provide to us as set forth below. If, with respect to any Check sent to your Lockbox, the OCR document is missing, we will inspect the Check to determine if your remitter data is present. If such data is present, we will use the data to continue processing the Check. If such data is not present, we will present the Check to you for online decisioning, deposit the Check in your designated Account or return it to you without processing it (based upon your instructions). If a Check is missing or a Charge authorization was not provided, we will image the item as correspondence or return the related document to you without processing it (based on your instructions).
- (b) Checks will be processed for the courtesy (numeric) amount. If the courtesy (numeric) is unreadable, we will process the check for the written amount.
- (c) In order for OCR to function properly, you must supply your remitters with and request them to use standard remittance envelopes with the proper OCR documents. We will destroy any envelope and OCR document after processing, or may retain the OCR document for a limited period of time after processing, not to exceed two (2) Business Days, if requested by you in writing. We will not inspect any Check, OCR document, or Charge authorizations or other accompanying document for any writing from your remitters (except as specifically set forth above), and we will not be responsible for taking (or failing to take) any action based upon any such writing.
- (d) Your OCR document and remittance envelope must be designed in accordance with our technical specifications, as revised from time to time. These technical specifications include requirements for document size, paper weight, OCR line placement, OCR line content, and document colors. You must provide us with sample OCR documents and remittance envelopes for testing and approval prior to the implementation of the Services, and prior to implementing any changes to the OCR scan line, any wording change or any print changes (e.g., font changes and changes in the placement of data on the OCR document).

3. Non-Optical Character Recognition Scannable Coupon Processing.

Unless you provide contrary instructions in the Service Documentation accepted and agreed to by us, and subject to our right to forward such Check or Check image to you for inspection and instructions without processing the Check for deposit, we will process Checks as follows:

- (a) For wholesale Lockbox subscribers, you must list all other parties for whom you are authorized to obtain payment (“*Other Payees*”) on the Wholesale Lockbox service setup form or in another authorized document acceptable to us. These Other Payees must also acknowledge your authority to endorse and transfer items payable to them. You and each Other Payee are each referred to as an “*Acceptable Payee*” under this Service Description. We may, at any time, without incurring any liability, cease acceptance and processing of Checks payable to any Other Payee.
- (b) If a Check is not payable to an Acceptable Payee, we will forward the Check to you without processing it. (If you have selected the “Accept All” Service Option, see the special provisions on Appendix A, which will apply and control in this instance.)
- (c) If the guarantee (written) and courtesy (numeric) amounts of a Check differ, the Check will be processed according to the written amount. If the written amount is unreadable, we will process the Check for the numeric amount.

4. Authority to Endorse Checks and Make Deposits.

You irrevocably appoint us, and any person we designate for such purpose, as your true and lawful attorney and agent-in-fact to virtually endorse all Checks received through the Lockbox with the endorsement “Credit to the account of the named payee” or words of similar effect, and you will be deemed to make all of the warranties of a transferor of such Checks under Applicable Law. You also authorize us to deposit Checks and other instruments of payment into or otherwise credit your designated Account.

5. Limitations on Use of the Lockbox; Instructions to Your Remitters.

We provide the Service for the receipt of Checks and Charges only. Cash remittances or other items of value cannot be sent to your Lockbox. You must instruct your remitters not to send such items to the Remittance Address. If we receive any cash or other such items, we will use reasonable efforts to: (i) deposit any cash remittances in your designated Account; and (ii) forward to you any other items of value received at the Remittance Address. We are not, however, liable to any person for any cash remittances or other items of value sent to your Remittance Address which may be lost, stolen or misplaced. With respect to any sundry correspondence or other related documents (other than Lockbox documents) sent to your Lockbox, we will make a good faith effort to image or return such documents to you (per your instructions). However, we will not read, inspect or otherwise process such correspondence or documents.

6. Acceptable Payees; Limitations on Use of the Lockbox.

You agree to limit use of the Lockbox to the receipt of Checks which are expected to be payable to you and Other Payees. You represent and warrant to us that you are duly authorized by each Other Payee to act on its behalf as provided in this Service Description, including to have Checks payable to such Other Payee endorsed and deposited into your designated Account.

7. Limitation of Liability; Indemnification.

In addition to any other limitations of liability set forth in the Master Agreement, we will not be liable to you for any cash received or allegedly received in a Lockbox or mail not bearing the complete address of the Lockbox we designate to you. In addition to any other indemnification obligations set forth in the Master Agreement, you agree to indemnify us against any Claim by any third party, including, but not limited to an Other Payee, arising out of our performance of the Services, processing, endorsing, or depositing of Checks delivered to a Lockbox; our endorsement of any Checks; or the receipt or alleged receipt of any cash by us. The terms of this Section shall survive termination of this Service Description and the Master Agreement.

8. Service Enhancements.

You can access certain aspects of the Service, including but not limited to our Lockbox Imaging Service (as described in the Appendix attached hereto), through our Online Banking for Business website. Our Lockbox Imaging Service allows you to view through our Online Banking for Business website images of Lockbox

documents received in the Lockbox. Please consult your BMO Bank N.A. representative for additional information if you wish to use our Lockbox Imaging Service, exception handling tools or other available enhancements.

9. Bankruptcy, Garnishment and Liens.

If you, or your assets, become subject to any bankruptcy or insolvency proceeding or to any garnishment, attachment, lien, levy or similar occurrence, we may take such action as we determine in our sole judgment is necessary or appropriate to protect ourselves from any liability, including, but not limited to, suspending the processing of your Checks or freezing all or a portion of any Account balance you have with us.

10. Termination.

Upon termination of the Services either as provided in the Master Agreement or where advance written notice of termination is required, then upon ninety (90) days prior written notice of termination of these Services, we will close the Lockbox and follow your directions for the mail addressed to the Lockbox for a period of three (3) months after the date of termination of the Services, unless otherwise agreed by you and us. Our normal service fees apply for this period and you authorize us to prepay the anticipated amount via a charge to your designated Account at the time of termination.

11. Miscellaneous.

Your designated Account and deposits to that Account continue to be governed by and subject to the Commercial Account Agreement, which is separately furnished. You agree that we may delegate or subcontract some of our obligations regarding the Lockbox to third parties, including our affiliates whom we select to provide Lockbox services.

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

APPENDIX A

SERVICE OPTION DESCRIPTIONS

We offer the following Service Options as more fully described below:

1. **“Pay Box” Service Option**
2. **Online Banking for Business (“OLBB”) Lockbox Imaging Service Option**
3. **Healthcare Receivables Service Option**

1. **“Accept All” Service Option.**

If you select the “Accept All” Service Option, we are authorized to accept all Checks sent to the designated Lockbox for deposit to the designated account without examining the name of the payee to determine whether such Checks are properly payable to an Acceptable Payee, and this will not constitute a failure by us to exercise ordinary care. You will be and remain liable to us for any Claim paid or incurred by us which relates to our processing and endorsement of any Check deposited through the Lockbox which is not payable to an Acceptable Payee (including situations where such Check is drawn on us).

2. **OLBB Lockbox Imaging Service Option.**

The OLBB Lockbox Imaging Service Option provides Internet-based online viewing of electronic images of Checks and “Remittance Documents” (as described in our service materials). If you select this Service Option, then we will provide to you, daily through OLBB, electronic images of Checks and Remittance Documents which we received for deposit through the Lockbox. Check image data and Remittance Documents will be made available on OLBB to you throughout the day as deposits are completed.

Document Disposition Options. If you select the OLBB Lockbox Imaging Service Option, you have the option of (i) truncating (destroying) paper that has been imaged and only receiving an electronic image of the Checks and Remittance Documents; or (ii) receiving a daily remittance package containing a copy of the Check images and all original documents remitted to your Lockbox in addition to receiving the monthly CD-ROM (where you elect in writing to receive a monthly CD-ROM), which contains electronic images of all Checks and Remittance Documents.

Document Disposition Option 1: Truncation. All paper documents other than Checks (including envelopes and invoices) imaged for your Lockbox will be retained for a period of five (5) business days and then destroyed. Monthly (unless you otherwise request in writing) images delivered via CD-ROM and/or the Internet replace the original documents that were imaged. Requests for retrieval of original paper documents can be made within the five (5) business day retention period only. We are not responsible for any documents destroyed in connection with this service.

Document Disposition Option 2: Return Remittance Detail. All paper Check images, original Remittance Documents, envelopes, invoices, and all other related correspondence, as well as “Correspondence Only” transactions (i.e., no check enclosed) will be returned daily according to the mailing method specified in the Lockbox instructions on file.

Online Image Retention Options. If you select the OLBB Lockbox Imaging Service Option, we make available to you on-line images of all paper imaged for a Lockbox for a period of 90, 180, or 360 calendar days, or seven (7)

years, at your option as selected in the Service Documentation. In addition, images are transferred onto a CD-ROM on a monthly basis, or more frequently, as selected in the Service Documentation. We will, at your written request, recreate a CD-ROM if the physical media of the original CD-ROM is damaged or corrupted, but only for a limited time after the CD-ROM is created and within the online image retention period.

3. Healthcare Receivables Service Option.

The Healthcare Receivables Service Option is a suite of services designed specifically for clients in the healthcare industry that receive payments from insurance companies (such as hospitals, labs, pharmacies, and physician groups). If you select this Service Option, then we will provide to you one or more of the services described below, as selected by you in the Service Documentation.

Paper EOB to 835 Conversion. This service automates the remittance and posting process by converting paper Explanation of Benefits (EOBs) from payers to an ANSI 835 posting file, customized for your practice management or hospital information system, using a combination of Optical Character Recognition technology, data capture, and automated matching to the original claim. Paper EOBs will be returned to you or destroyed in accordance with the options selected by you for Remittance Documents in the Service Documentation.

Check and EOB images will be available for viewing through both the standard OLBB Lockbox Imaging service (if selected by you) and a separate Internet-based online portal designed specifically for the Healthcare Receivables service (the "Healthcare Receivables Portal"). The Healthcare Receivables Portal provides access to images of the original claim, the original EOB, and a standardized view of the EOB for a period of ten years.

Additional Services. The following additional services are available to you only if you also subscribe for the Paper EOB to 835 Conversion service.

ERA Processing. This service allows you to transmit Electronic Remittance Advices (ERAs) to us for processing and loading to the Healthcare Receivables Portal, where they will be available for viewing either in the original EOB format or in a standardized format.

Electronic Reconciliation. This service reconciles ERAs to funds deposited to your Account by matching payments to remittances based on payee, payer, transaction control number, and amount. Payments and remittances that do not match are marked as "pending" and displayed on the Healthcare Receivables Portal for your manual review, while reconciled payments and remittances are displayed on the Healthcare Receivables Portal as "reconciled".

Patient Payment Processing. This service allows you to direct patient Check payments to your lockbox, where the patient payment and data information is captured from the Check and remittance coupon and a customized posting file is delivered to you. Patient payment activity is then made available to you on the Healthcare Receivables Portal.

Indexed Image File. With this service, we will deliver to you indexed image files of all checks, paper EOBs, and other payment-related documents received in your lockbox. The files will be indexed based on the data captured from the EOBs pursuant to the Paper EOB to 835 Conversion service.

Indexed Correspondence. With this service, we will scan non-payment-related documentation and post the scanned images to the Healthcare Receivables Portal, where they will be available for searching and viewing for ten years. The images will be indexed based on data captured from the documentation.