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*") currently in effect between you and BMO Harris Bank N.A. ("*Bank*"), 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 and any Service Documentation. For the purposes of this Service Description, the term "Service Documentation" includes any user guide, instructions, manuals or other documentation provided by us (as such term is defined herein). Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Services.

We will provide to you the Remote Deposit Service (the "**Services**") as described in this Service Description and the Service Documentation. The Services allow you to scan checks received by and payable to you and other Acceptable Payees ("**Checks**"), at locations designated by you, using the Image Capture Hardware and Image Capture Software (each defined below) and capture electronic images of the Checks (the "**Images**"). The Services allow you to create a file of the Images (each, a "**File**") for transmission to us or our designated processor ("**Processor**") for processing to present the Images to the payor bank for payment and subsequent credit to your designated Account. All deposits are subject to the terms of the agreement governing your Account ("**Account Agreement**"). You agree to use the Services in conformity with the terms herein and the parameters of the Service Documentation.

2. Set-up and Image Capture Equipment.

As part of and upon signing up for the Services and completing the Service Documentation, you agree to purchase scanners which are acceptable to us to scan Checks for deposit with us (the "**Image Capture Hardware**") and license the software to install on a computer provided by you that will allow for the electronic capture and transmission of the scanned Checks (the "**Image Capture Software**") (the Image Capture Hardware and Image Capture Software are collectively referred to herein as the "**Image Capture Equipment**"). The Image Capture Equipment may each have a separate software or other license, purchase or usage agreement in addition to the terms provided in this Service Description. You hereby agree that you shall comply with and abide by any such license or purchase agreement provided by and entered into with your supplier and further, with respect to the relationship between you and us, if the terms of such license or purchase agreement conflict with the terms of this Service Description the terms of this Service Description shall control. The Image Capture Equipment is provided to you by a third party supplier of your choosing and we are not responsible for and you agree not to hold us liable for any aspect of the condition or operation of the Image Capture Equipment or the use thereof by you in connection with the Services. You understand and acknowledge that the Services will only be available and you may only access the Services by using the Image Capture Equipment. You agree that you will use and store the Image Capture Equipment only in the United States (including its territories) or Canada and at a business location occupied by you and under your dominion and control, in each case unless otherwise agreed by us. You also agree that you will not allow the Image Capture Equipment to be operated by a third-party agent or Vendor, including an affiliate of yours, unless otherwise agreed by us. You agree that you will update the Image Capture Equipment within a reasonable time, but no more than 5 business days (i.e., Monday through Friday, excluding Federal holidays) (each a "**Business Day**"), after we, or our Processor, provide you with notice of the need to update your version of the Image Capture Equipment. You shall be solely responsible for properly maintaining the Image Capture Equipment, it's electrical services, and telephone system, including computer equipment, Internet connectivity, scanning terminals and any other equipment or items necessary to receive the Services. We shall not be liable to you, in any manner whatsoever, for any type of errors, losses, damages or other claims related to your failure to do so.

3. Scanning/Image Processing/Record Retention.

(a) Checks Eligible for Capture. You agree that you will not scan or capture an Image of any Check that: (i) is drawn, or otherwise issued, by you or any of your affiliates, principal owners, directors or officers, or on any deposit account held by you or such affiliate, principal owner, director or officer, (ii) is prohibited by our current procedures pertaining to the Service (the "**Procedures**"), or is in violation of any law, rule or regulation, (iii) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (iv) has not been previously endorsed by a Financial Institution and is either a "Substitute Check" or and "Image Replacement Document" that purports to be a Substitute Check, without our prior written consent, (v) is drawn on a financial institution that is located outside of the United States or Territories of the United States, (vi) is a Remotely Created Check as defined in Regulation CC of the Board of Governors of the Federal Reserve ("**Reg CC**"), or (vii) is not acceptable to us for deposit into an Account as provided in the Account Agreement. You agree that you will not attempt to scan a Check that has previously been scanned or is a previously truncated and reconverted Substitute Check or other electronic image of a check, and you will otherwise ensure that no financial institution, drawee, drawer or endorser receives presentment or return of a Check, or is otherwise charged for the same Check, in any form, more than once. You agree that no Check shall be restrictively endorsed or otherwise processed in any manner that does not permit us to present and process the Check in compliance with Applicable Law.

(b) Acceptable Payees. You agree that you will not scan or capture an Image of any Check that is payable to any person or entity other than you or other persons identified in writing to us for whom you are authorized to obtain payment (each, an "*Other Payee*"). 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 it indorsed and deposited into your designated account. Each Other Payee must acknowledge your authority to indorse and transfer items payable to it pursuant to a written authorization in a form provided by or otherwise acceptable to us. You and each Other Payee each are 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.

(c) Scanning Checks. You may scan Checks at the times and days selected by you in compliance with the terms of the Service Documentation using the Image Capture Equipment and submit them to us for deposit. The Images of the Checks will be submitted by you to us over the Internet using encryption security for the File sent to us for processing. You agree you will scan for processing only original Checks that will meet the ANSI X9.37 standards for image quality required by Reg. CC, or other standards established by us or Applicable Law. However, to be eligible for processing on the day transmitted, the entire File must be received by us no later than our established cut-off time (the "**Cut-Off Time**") which we will communicate to you either orally or in writing, and which we may change at our discretion. You shall be solely liable, and we shall not have any liability whatsoever, for the accuracy of the images and information in any File or for the actions that we may take based on the belief that those images and information are accurate. A File is not deemed to be received by us unless and until it successfully passes the edits for conformity with the applicable technical requirements and is not otherwise deemed by us to be incomplete or lacking in any way. For purposes of determining when a File has been received by us, our records shall be determinative. A File which is successfully received by us on a Business Day after the Cut-Off Time shall be deemed to have been received on the next Business Day. We reserve the right to change the number of Files that may be transmitted in a day, the deposit limit, and/or the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof.

(d) Receipt of File. To ensure accuracy, you shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File in accordance with the Procedures. You may send multiple Files to us throughout the day. If the number of Checks in or the total dollar value of the Files sent by you to us on any day exceeds the deposit limit that may be established for you by us, we may, at our option, refuse to accept the File that exceeds the deposit limit, or we may accept and process the File. You agree that you shall be solely liable for, and we shall not have any liability whatsoever to you for, any File or the Images or other information contained therein that are not received by us or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that we have no obligation to accept a File and, therefore, may

reject any File or the Images or other information contained therein submitted by you. We will endeavor to notify you but have no obligation to notify you of the rejection of a File or the Images or other information contained therein. We shall have no liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection. Upon receipt of a File submitted by you, we may examine such File and the Images and other information contained therein to ensure that you have complied with this Service Description and followed the Procedures. If we determine that you have not complied with this Service Description or followed the Procedures or if errors exist in the Images or other information contained in the File, we may in our discretion, either reject the File or elect to correct the error and accept and process the corrected File (a "Corrected File"). As a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. We may, at our option, also perform a risk management analysis of one or more Files submitted by you to detect potentially fraudulent Checks, and, in our sole discretion, we may reject any such File or the Images or other information contained therein. Notwithstanding the fact that we have accepted a File for deposit, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

(e) Provisional Credit and Availability of Funds. Provisional Credit and availability of funds are governed by the Master Agreement and the Account Agreement.

4. Original Check and Contingency Plan.

(a) Record Retention, Maintenance and Destruction of Original Checks. We shall maintain electronic files of the Images received from you for processing using the Services. We will archive the Images received from you and create a summary of your deposits to us. You shall securely store all original Checks for a period of at least 5 Business Days and not to exceed 45 days after you have received notice from us that the File containing the Images of such Checks has been accepted (the "**Retention Period**"). During the Retention Period, you shall take appropriate security measures to ensure that: (i) only authorized personnel shall have access to original Checks, (ii) the information contained on such Checks shall not be disclosed, (iii) such Checks will not be duplicated or scanned more than one time and (iv) such Checks will not be deposited or negotiated in any form. You shall also implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be confidential personal information that is retained by you. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You will promptly (but in all events within 5 Business Days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

(b) Contingency Plan. You agree that, in the event you are not able to capture, balance, process, produce or transmit a File to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will transport the originals of all Checks to our closest branch and deposit original Checks with us until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at our branch shall be governed by the terms and conditions of the Account Agreement and not by the terms of this Service Description.

5. Your Representations and Warranties.

In addition to remaking the representations and warranties set forth in the Master Agreement, you hereby represent, warrant and covenant the following:

(a) Checks Captured. You shall only scan Checks that are authorized by this Service Description, the Procedures and the Account Agreement, all signatures on such Checks shall be authentic and authorized, and each Check submitted by you using the Services shall represent a check presented to an Acceptable Payee in satisfaction of an amount owed to such Acceptable Payee;

(b) Disclosures. The Acceptable Payee shall have made all necessary disclosures to its customers as required by Applicable Law to allow you to submit Checks using the Services and process Checks as Images or as substitute checks;

(c) Image Quality. Each Image transmitted by you shall contain an accurate representation of the front and the back of each Check and shall comply with the requirements of this Service Description and Applicable Law;

(d) Accuracy of Information. All images, data and other information submitted by you, including but not limited to data contained in the MICR line of each Check, shall be complete and accurate and shall comply with the requirements of this Service Description;

(e) Business Purpose Only. You are not a consumer, and the Services and the Image Capture Equipment shall be used for business purposes only and not for any other purpose than as provided in this Service Description, and you shall inform us of any change either in your business profile, your use of the Services or the information you provided on the Service Documentation, or if you have outsourced or in any way transferred the processing of Checks using the Services; and

(f) Compliance. You shall conduct your business, and submit Checks and Files in compliance with this Service Description, the Procedures, and Applicable Law.

6. Returned Checks.

If Images of Checks captured by you are dishonored or otherwise returned unpaid for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Checks or have destroyed them in accordance with this Service Description, the original Checks will not be returned, and we may charge back the amount of the Checks to your Account. You understand and agree that the Checks may have been forwarded by us for collection in the form of image files or substitute checks. Unless otherwise instructed by us, you agree not to deposit the original Checks if Images or other debits as previously described are charged back to you.

7. Required Equipment; Security Procedures and Attestation.

You agree to: (a) provide and maintain at least one personal computer ("**PC**") with the minimum hardware and software processing capability as we may recommend from time to time; and (b) physically restrict and otherwise limit access to this PC, the Image Capture Equipment, and all Checks. The ability to access the PC and the Image Capture Equipment and your ability to submit Images of Checks will be protected by passwords and user identifiers in order to prevent unauthorized access and transmission of unauthorized files or Checks (the "**Security Devices**"). We may also provide you with, or require you to establish a site key, security phrase, and/or challenge questions and other procedures (together with the Security Devices, the "**Security Procedures**") to access the Services. We reserve the right to amend the Security Procedures. You agree to comply and safeguard the confidentiality and security of the Security Procedures and notify us immediately if you have any reason to believe the security or confidentiality of the Security Procedures has been or may be breached. Your use of the Services hereunder constitutes your acceptance of the Security Procedures and your acknowledgment that they are a commercially reasonable means of authenticating Checks received by us from or on behalf of you. You acknowledge that the Security Procedures are used only to verify the authenticity of, and not detect errors in, the images of Checks received by us. You agree that we may rely upon and shall have no liability for accepting and processing in good faith any File or Check purportedly sent by you using the Image Capture Equipment assigned or provided to you or using the Security Procedures, whether or not it was actually sent by you. We are not responsible for, and you hereby release us from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. You hereby agree to scan your hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

8. Information, Site Visits and Audit.

We may from time to time request information from you in order to evaluate a continuation of the Services and/or adjustment of any limits that may be set by this Service Description or otherwise by us. You agree to provide the requested information immediately upon request, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Service Description or the Services. You agree to permit us or our representatives to conduct on-site visits and/or assessments or, alternatively, if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of you. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that the risk of providing the Services to you is unacceptable, or if you refuse to give us access to your premises, we may terminate the Services according to the provisions hereof.

9. License.

We may provide you with some or all of the Image Capture Software that you will need to use the Services. With regard to the Image Capture Software that we provide to you, we hereby agree to provide you with and you accept a limited, personal, revocable, nonexclusive and nontransferable license (the "**License**") to use, solely for purposes of using the Services, scanning and imaging Checks and sending Images to us, the Image Capture Software during the time that this Service Description is in effect. You acknowledge and agree that: (i) you shall not have any ownership or other proprietary rights in the Image Capture Software or any documentation supplied to you in connection with the Image Capture Software; (ii) the Image Capture Software is protected by the copyright laws of the United States and Canada; (iii) you shall only use or copy the Image Capture Software and any documentation for the purposes and the Services as described in this Service Description and at the location set forth in the Service Documentation; (iv) you shall be responsible for all the acts or omissions of your employees, agents or representatives and their use of the Image Capture Software; (v) you shall not alter, change or modify or otherwise create derivative works of the Image Capture Software or any documentation; (vi) you shall not remove or alter any intellectual property or proprietary Image Capture Software or documentation; and (vii) you shall not sublicense, rent, distribute, or otherwise transfer the Image Capture Software.

10. Exclusion of Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE DESCRIPTION, WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE IMAGE CAPTURE SOFTWARE, IMAGE CAPTURE HARDWARE OR ANY SERVICE DOCUMENTATION, THAT THE OPERATION OF THE IMAGE CAPTURE SOFTWARE, OR IMAGE CAPTURE HARDWARE WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED AND FURTHER WE HEREBY DISCLAIM ALL LIABILITY RELATED THERETO, AND EXPRESSLY DISCLAIM ANY WARRANTY WITH RESPECT TO ANY CHARACTER RECOGNITION PROCESS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, INFRINGEMENT OR OTHER IMPLIED CONTRACTUAL WARRANTY AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT NEITHER WE NOR ANY THIRD PARTY PROVIDER OF THE IMAGE CAPTURE HARDWARE OR IMAGE CAPTURE SOFTWARE SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE MATTERS SET FORTH IN THIS SECTION.

11. Limitation of Liability; Indemnity.

(a) We will not be liable to you for any damages or losses suffered or incurred in connection with your use of the Services except for your direct damages or losses that are attributable to our gross negligence or willful misconduct; provided, however, that the amount of our liability shall not exceed the lesser of the amount of the Check in question or the amount of fees paid by you for the Services provided under the terms of this Service Description during the month in which the cause of action arose. In no event will we have any liability arising out of: (i) your inability to create an Image of a Check or transmit a Check or electronic deposit whether due to the failure of any part of the Image Capture Equipment or your inability to use the Services over the Internet or otherwise, (ii) interception of any information sent over the

Internet or any other hazards of Internet use, (iii) any failure or interruption of the functionality of the Image Capture Equipment (including, but not limited to errors in the character recognition process); (iv) failure of any service commitments by the third party provider of the Image Capture Equipment; or (v) failure to process Checks outside of the limits established in the Service Documentation. Any third party service provider we contract with to provide the Services shall not be liable to you for any expenses, damages or losses you suffer or incur in connection with your use of the Services, and you further understand and agree that your sole cause of action hereunder for any such expenses, damages, or losses shall be against us.

(b) In addition to the indemnification obligations set forth in the Master Agreement, you agree to indemnify, defend and hold us harmless from any Claims arising out of or related to (i) your use of the Services under the terms of this Service description; (ii) our obligations as the Reconverting Bank, as defined in the Check 21 Act, relating to items captured by you using the Image Capture Equipment; (iii) use of the Image Capture Software or Image Capture Hardware including use contrary to the terms of Section 5 above or your agreement with any third party provider of the Image Capture Equipment; and (iv) any claims by makers of any Checks that you capture using the Services; provided that you shall not be required to indemnify us to the extent any claims arise out of or are related to our gross negligence or willful misconduct.

12. Termination or Suspension of Services.

In addition to any rights of termination as set forth in the Master Agreement, we may terminate this Service Description immediately or immediately suspend providing Services to you if: (a) you engage in or are suspected of any fraudulent or unlawful activity using the Image Capture Equipment, processing of any Check or otherwise using the Services, (b) in our good faith judgment, we determine that the risk profile or loss or chargeback history of your business has changed, or that you have failed to adhere to the terms and conditions of this Service Description, or (c) you fail or refuse to allow us to audit your remote deposit operations. Upon termination of this Service Description all licenses granted herein shall be immediately terminated, and you agree to return all copies (or, at our request only, destroy all such copies) of the Image Capture Software within 30 days of termination.

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