

Effective as of June 19, 2016

## BMO Harris Mobile Banking End User Terms

BMO Harris Bank N.A. (“BMO Harris,” “we,” “us” or “our”) and a global provider of banking and payments technologies (currently, FIS) (the “Licensor”) are providing you (“you” or “your”) certain mobile banking services relating to your BMO Harris account(s) (the “Services”). This User Agreement (this “Agreement”) is a legal agreement between you and BMO Harris and an agreement between you and the Licensor concerning the use of the mobile application software (“App Software”) that facilitates the Services.

This Agreement is divided into two parts. Part One of the Agreement explains all of the terms and conditions that govern your use of the Services as between you and us. Part Two of the Agreement explains additional provisions that govern the relationship between you and the Licensor. In order to use the Services, you must accept all of the terms of this Agreement.

### Part One

1. General Terms. To use the Services, you must be a subscriber to our BMO Harris Online Banking® service (“Online Banking”). You acknowledge that you have read and agreed to the terms and conditions of the BMO Harris Online Banking Services Agreement (the “Service Agreement”), which applies to, and supplements, this Agreement and the Services. Access to, and use of, your BMO Harris account will continue to be governed by our Deposit Account Agreement for Personal and Business Accounts, effective October 6, 2012, as amended from time to time (the “Deposit Account Agreement”), or for commercial account holders, the Commercial Account Agreement governing your account (together with the Deposit Account Agreement, as applicable, your “Account Agreement”) and any other agreements that you have with us. If the terms and conditions in this Agreement conflict with the terms and conditions of your Account Agreement solely as they apply to the Services, this Agreement controls. The terms and conditions of this Agreement are not intended to replace or modify any disclosures of other terms in your Account Agreement or other disclosures that are required by law to be provided by BMO Harris.

2. Mobile Banking Services. As used in this Agreement, “Mobile Banking” means that aspect of the Services that allows you to use a mobile device or wireless device (like an iPhone®, iPad® or Android™ device) to access the BMO Harris Online Banking service. Mobile Banking includes our mobile banking applications, mobile web access, Text Messaging (as defined below), Remote Deposit Service (as defined below) and Mobile Cash Withdrawal (as defined below). A “mobile device” means a device specified by us (not a personal computer) including a mobile phone, tablet or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. “Text Messaging” or “SMS” means a process that allows you to send and receive messages from us related to your accounts, of up to 160 characters each, using your mobile device. All account fees and service charges will apply to products and services that are accessible through Mobile Banking. If you use Text Messaging, we will send you a message only once per request.

3. Minimum Software and Hardware Requirements. In order to use certain Services (including the Remote Deposit Service, Mobile Cash Withdrawal, and BMO Harris Total Look®), you must obtain and maintain, at your expense, compatible hardware and software as specified by BMO Harris, including an Internet enabled mobile device, to use these Services. In order to use these Services, you must install the App Software and any and all updates thereto to continue to use such Services. Currently, only certain mobile devices with Apple’s IOS® or Google’s Android™ mobile operating system may be used with the App Software. Devices modified contrary to the manufacturer’s software or hardware guidelines, including but not limited to disabling hardware or software controls, sometimes referred to as “jailbreaking” or “rooting” are not compatible mobile devices. You acknowledge that the use of a modified device to use the Services is expressly prohibited, constitutes a violation of the terms of this Agreement, and is grounds for termination of your account. We do not warrant that the Services will be compatible with your mobile device. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer and your wireless carrier.

4. Restriction on Use. Use of the Services while operating a motorized vehicle is expressly prohibited.

5. Wireless Carrier Charges. You are responsible for any data and messaging fees or other charges that your wireless carrier may charge for any data or message services used in connection with your use of the Services, including any charges assessed for text messages sent to or received from us. You are solely responsible for the content transmitted through any text messages sent to and received from us. You must provide source indication in any text messages you send (e.g., mobile telephone number, "From" field in text message, etc.). Your wireless provider's data and messaging rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge you to access your account information using the Services; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access, data and messaging plans. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. Your wireless provider may impose limitations on your Internet access and text messages that are outside of our control. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

6. Mobile Banking Access. Not all Online Banking services or the functionality of the Online Banking website are available when you use a mobile device. Mobile Banking and functionality available to you may vary based on the type of mobile device you use and its operating system version. Online Banking services available through your mobile device may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device.

6.1 Mobile Banking Security Credentials. The Services available through your mobile device vary based on the security credentials that you use to access Mobile Banking. We may permit you to create or use additional security credentials exclusively for Mobile Banking that will allow you to access certain Services. For example, we may permit you to create a Mobile Banking passcode or use an existing biometric identifier that you use for authentication on your mobile device to log in to Mobile Banking. If you register to use a biometric identifier on your mobile device, such as Touch ID®, to log in to Mobile Banking, you agree and understand that anyone else whose biometric identifier can be used on your mobile device will have access to the Mobile Banking Services available to you. If there are other persons whose biometric identifiers can be used to access your mobile device, you should not register to access Mobile Banking in this manner. We will not be liable for any transactions performed by, or any account information accessed by, any party other than you whose biometric identifier is registered to your mobile device.

6.2 Mobile Banking Limitations. Processing of payment and transfer instructions may take longer using Mobile Banking. We will not be liable for any delays or failures in your ability to access Mobile Banking service or in your receipt of any text messages. Internet access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking is provided by us on an AS IS, AS AVAILABLE basis.

7. Ownership of Mobile Device. You represent and warrant that you are the owner or authorized user of the mobile device you use in connection with the Services, and that you are authorized to approve any applicable charges arising from your use of the Services. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you regarding your use of the Services. You represent and warrant to us that: (a) you are at least eighteen (18) years of age and the age of majority in your state of residence; (b) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified by you when you registered is your legal name, (d) you will fulfill all of your obligations to each Automated Teller Machine ("ATM") provider and/or financial institution for which you submit a transaction using the Services; (e) you and all transactions initiated by you using the Services will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any

applicable tax laws and regulations; (f) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services.

8. Information Security. You understand and agree that messages received using the Services may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number, your wireless provider's name, account information and activity, and the status of your accounts and other information that you or we may provide. Your wireless provider or other entities may also collect data from your use of the Services, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of wireless providers or other entities that are not our service providers. We will only use the information you provide to us through your use of the Services in a manner which is consistent with the privacy policy we have previously provided to you in connection with your account. You can find links to our privacy policy at [www.bmoharris.com](http://www.bmoharris.com) or on the log-in page or main menu of our Mobile Banking applications. Subject to applicable law, we reserve the right at all times to disclose any information you provide using the Services as reasonably necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us with information in connection with the Services, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent in connection with the Services. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized parties will never be able to defeat those measures or use your personal information for improper purposes. For additional details on how to protect your account, please visit [www.bmoharris.com/security](http://www.bmoharris.com/security).

9. Proprietary Services. The Services, as well as the content and materials you may receive or access through your use of the Services, are proprietary to us and the Licensor. You agree not to damage, impair, interfere with, or disrupt our Online Banking service or its functionality, including in connection with your use of the Services.

10. Area of Use. You agree that if you are using Mobile Banking outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

11. Relationship to Other Banking Products. Mobile Banking is provided for your convenience and does not replace your periodic account statement, which is the official record of your account. Mobile Banking services, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We are not liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers are liable for any errors or delays in the content, or for any actions taken in reliance thereon.

12. Additional Terms for Remote Deposit Services. "Remote Deposit Service" is a Mobile Banking service that allows you to make deposits of the electronic image of a check or substitute check (as defined by federal law) (each an "Item") to your eligible checking, savings, or money market accounts at BMO Harris by capturing an electronic image of the Item with the capture device (such as a camera) on your mobile device and submitting images and information about the Item to us for processing.

12.1. Eligible Items. You agree that you will not use the Remote Deposit Service to deposit any of the following Items:

12.1.1. Items that have already been presented to, or paid by, another person, company or depository institution;

12.1.2. Items payable to any person or entity other than you;

12.1.3. Items drawn on a financial institution located outside the United States;

12.1.4. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent; or

12.1.5. Items prohibited by our current procedures relating to the Remote Deposit Service or which are otherwise not acceptable under the terms of your applicable checking, savings, or money market account and related agreement with us. You can find information about our current procedures through the Frequently Asked Questions for Mobile Deposit available on our website at: <https://www.bmoharris.com/us/personal-finance/banking/mobile-banking/faq>.

12.2. Item Image Quality. The image of an Item transmitted using the Remote Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the Item. Image quality must comply with industry requirements established and updated by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve System and any other applicable regulatory agency.

12.3. Endorsement of Items. You must endorse all Items before submitting them using the Remote Deposit Service.

12.4. Processing Time and Availability of Funds. If we receive the image of an Item for deposit on or before 7:00 p.m. Central Time (CT) on a Business Day (as defined in the Service Agreement), we will consider that day the day of deposit. If we receive the image of an Item for deposit after 7:00 p.m. CT or on a weekend or on a non-Business Day, we will consider the next Business Day as the day of deposit. For Items deposited into checking accounts, the first \$500 of the deposit will be available 1 Business Day after the day of deposit. Any amount in excess of \$500 will be available 2 Business Days after the day of deposit. For Items deposited into savings or money market accounts, all funds will be available 2 Business Days after the day of deposit.

12.5. Disposal of Transmitted Items. You agree to safeguard and keep the original Item for 15 Business Days after you have transmitted the Item. After 15 Business Days following the deposit using the Remote Deposit Service, if you have verified that the funds have been credited to your account, you agree to mark the item as "VOID" and properly dispose of it to ensure it is not presented for deposit again. If you fail to follow these procedures and you or any third party cashes or re-deposits the Item, you may be liable to us for the amount of the Item.

12.6. Restrictions and Limitations on Items. You agree:

12.6.1. Only Items that originated as paper Items and no third party or electronic checks may be deposited using the Remote Deposit Service;

12.6.2. After you submit an Item for deposit using the Remote Deposit Service, you will not redeposit or otherwise transfer or negotiate the original Item;

12.6.3. Not to deposit Items into your Account unless you have authority to do so;

12.6.4. The total amount of deposits that you capture and submit using the Remote Deposit Service will not exceed the following amounts during any five-Business Day period except as otherwise expressly provided herein: 6

12.6.4.1. For BMO Private Bank\* customers, \$25,000;

12.6.4.2. For BMO Harris Premier Services\*\* customers, \$10,000;

12.6.4.3. For BMO Harris small business customers, \$10,000; and

12.6.4.4. For all other customers, \$5,000.

12.6.5. After you submit an Item for deposit you are solely responsible for the storage or destruction of the original Item; and

12.6.6. The electronic image of the Item will become the legal representation of the Item for all purposes; and any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn.

12.7. Eligibility. You must meet our eligibility requirements in order to use the Remote Deposit Service. These eligibility requirements include being a BMO Harris Online Banking customer who has had a BMO Harris account for more than 5 calendar days. We may change the eligibility requirements from time to time in our sole discretion. You can find information about our current eligibility requirements through the Frequently Asked Questions for Mobile Deposit available on our website at: <https://www.bmoharris.com/us/personal-finance/banking/mobile-banking/faq>.

12.8. Errors. You agree to notify us of any suspected errors related to your deposit made with the Remote Deposit Service immediately and no later than 40 days after the applicable account statement is provided, or as otherwise specified in your Account Agreement with us. For consumers, the period in which you must notify us may be longer as set forth in the “Substitute Checks and Your Rights as a Consumer” in your Deposit Account Agreement.

13. Additional Terms for Mobile Cash Withdrawal Services. These additional terms govern ATM cash withdrawals using a mobile device (“Mobile Cash Withdrawal”). Mobile Cash Withdrawal permits you to withdraw cash from certain ATM terminals as designated by us using a compatible mobile device that is Internet (Web) enabled, as specified by us.

13.1. ATM Withdrawals. If you have an eligible debit card with your BMO Harris deposit account, Mobile Cash Withdrawal may be used to withdraw funds only at select BMO Harris ATMs, as specified by us from time to time. Your mobile device will be automatically linked to your debit card, and the limitation on the frequency or dollar amount of ATM cash withdrawals for your debit card set forth in Section 9(B) of the Deposit Account Agreement will apply to any cash withdrawals made using your mobile device to the same extent as any cash withdrawals made using your debit card, which will be aggregated together for purpose of these limits. For example, if the daily ATM cash withdrawal limit for your debit card is \$520 and you insert or swipe your debit card at an ATM and withdraw \$200 from your Account, then you will only be able to withdraw a maximum of \$320 from your Account on that same 7 day using the Services.

13.2. Liability. You authorize us without further inquiry to charge your account for all cash withdraws at an ATM initiated through the use of your mobile device, and you agree, except as otherwise required by applicable law, that you will be liable for all cash withdrawals utilizing the Services. The procedures for handling unauthorized transactions, and your liability for such transactions, will be the same as a transaction initiated with an ATM or debit card issued by us, and are set forth in Section 9 of the Deposit Account Agreement.

14. Reporting Unauthorized Transactions. If you believe someone may attempt to use or has used the Services without your permission, or that any other unauthorized use or security breach has occurred, call us immediately at 1-888-340-2265 or write to us at: BMO Harris, P.O. Box 94019, Palatine, IL 60094-4019. Telephoning is the best way to minimize your losses for any error or unauthorized transaction.

15. Customer Service. If you have any questions about the Services, email [onlineservices@bmo.com](mailto:onlineservices@bmo.com) or call us at 1-888-340-2265. For Text Messaging services, you can also text the word HELP to 427747 to get additional information about the service. If you receive a text message from us unexpectedly, you can text the word STOP to 427747 to discontinue your Text Messaging service. We do not charge for help or info messages; however, your normal wireless provider rates apply.

16. Termination. If your account with BMO Harris is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license provided under this Agreement shall end, and (d) that we shall not be liable to you or any third party for termination of access to the Services.

16.1. Your Right to Terminate. You may terminate this Agreement by requesting that we terminate your Online Banking access.

16.2. Suspension or Termination by Us. We may terminate this Agreement and close your BMO Harris account for any reason or no reason at any time upon notice to you. We may terminate Online Banking services as provided in the Service Agreement. We may also suspend or discontinue the Services at any time for any reason, including if you or your accounts are not eligible for the Services, if we believe you are in breach of the Service Agreement, this Agreement, or your Account Agreement with us, or in the event your mobile service terminates or lapses.

17. Limitations of Liability. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Part Two of this Agreement, which is the responsibility of the Licensor. WE, INCLUDING OUR AFFILIATES AND AGENTS, ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THE APP 8 SOFTWARE, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR APP SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT OR UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM DEFECTS OR VIRUSES, OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION SERVICES AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH THE SERVICE.

18. Indemnification. Except as otherwise provided under applicable law, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Services and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Services and this Agreement.

19. Governing Law. This Agreement will be governed by and construed in accordance with federal law and the laws of Illinois, without regard to Illinois conflict of law provisions. You consent to the jurisdiction of the state and federal courts of Illinois and agree that any legal action or proceeding with respect to the Agreement will be commenced in such courts.

20. Change in Terms and other Amendments. We may add, delete, or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement and the terms and conditions of the Services. You agree that all notices or other communications may be sent to you electronically through an

e-mail message, by regular mail, or by posting changed terms at [www.bmoharris.com/legal](http://www.bmoharris.com/legal). You should periodically visit this website page to review the most current Agreement applicable to Mobile Banking. In addition, we may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via third-party links); charge, modify or waive any fees required to use the Services; or offer opportunities to some or all users of the Services. 9

21. Other Provisions. Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you, us, the Licensor and our processor, with respect to the provision of the Services. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

## Part Two

1. License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access the App Software and use the Services solely to engage in Mobile Banking activities. The Services includes the Licensor's website, any App Software, programs, documentation, tools, internet-based services, components, and any updates (including App Software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you. You will be entitled to download updates to the Services, subject to any additional terms made known to you at that time, when these updates are made available to you.

2. Restrictions. You shall not: (i) modify, revise or create any derivative works of the App Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the App Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the App Software; (iv) remove or alter any proprietary notices, legends, symbols or labels in the App Software, including, but not limited to, any trademark, logo or copyright; (v) work around any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Service, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) otherwise use the Services except as expressly allowed under this Agreement.

3. Ownership. The Services are licensed and not sold, and the Licensor is the owner of all right, title and interest in and to the App Software used for access to the Services. The Licensor reserves all rights not expressly granted to you in this Agreement. The Services are protected by copyright, trade secret and other intellectual property laws.

4. Disclaimer Warranty. THE APP SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE APP SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE APP SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE APP SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE APP SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE APP SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE APP SOFTWARE, INCLUDING BUT

NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE APP SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The App Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the App Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This provisions in this Part Two of the Agreement constitutes the entire agreement between you and the Licensor concerning the subject matter hereof. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the App Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the App Software, is responsible for any of the materials, information, products or services made available to you via the App Software.

\* BMO Private Bank is a brand name used in the United States by BMO Harris Bank N.A. Member FDIC.

\*\*BMO Harris Premier Services represents a combined service approach of BMO Harris Financial Advisors and BMO Harris Bank, each a part of BMO Financial Group.