API Service Schedule

This is a Schedule to the Treasury Services Master Agreement or other master agreement for treasury and payment services (the "**Master Agreement**") currently in effect between the Client and Bank of Montreal ("**BMO**"). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. The Service.

Subject to the terms of the Master Agreement and this Schedule, BMO will make available to the Client the ability to connect the Client's enterprise resource planning systems or other internal software applications, information technology, websites, or interfaces ("**Client Systems**") directly to BMO via one or more BMO-controlled application programming interfaces and related software ("**API(s)**") to perform defined actions as may be offered by BMO through the service from time to time (the "**Service**").

Before accessing the Service, the Client must complete the required User Documentation which must be accepted by BMO. The Client must also complete the required setup procedures. In order to use the Service, the Client must also sign up for the BMO Online Banking for Business service ("**OLBB**") and complete the applicable User Documentation and setup process and BMO must agree to provide that service to the Client. If the Client wishes to use the Service to initiate payments or perform other actions of a type that are offered by BMO as a separate service, the Client must also sign up for that service and complete the applicable User Documentation and setup process and BMO must agree to provide that service to the Client. The Client's use of any such service through the Service is also subject to the terms and conditions of the User Documentation for that service.

2. Grant of Access Rights.

Subject to the terms of this Schedule, BMO grants to the Client a non-exclusive, revocable, non-transferable, and limited right to access and use the APIs and the Service in accordance with the terms of this Schedule and for the Client's internal business purposes only. The Client may not sell, resell, sublicense, or otherwise transfer or provide, directly or indirectly, the APIs or the Service, or any portion of thereof to any third party except as expressly permitted in this Schedule.

BMO or its licensors exclusively own all rights, title, and interest in the patents, copyrights, moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the APIs or the Service (collectively, "**BMO IP**") and any modifications, derivative works, upgrades and copies thereof. BMO IP is protected by copyright, trade secret, patent, and other intellectual property laws, and BMO reserves all rights in BMO IP not expressly granted to the Client in the Master Agreement or this Schedule. The Client agrees that the Client will not take any steps, or provide any assistance, directly or indirectly, to any third party, to dispute or contest the validity of any BMO IP rights.

The Client agrees that the Client will not, and will not cause, permit, or assist any other party to:

(a) use the Service in any way other than in accordance with the Master Agreement, this Schedule, and all User Documentation,

(b) use the Service, either directly or indirectly, to develop any product or service that competes with the Service or provides functionality similar to the Service,

(c) disassemble, decompile, decrypt, extract, reverse engineer, copy, or modify the API(s), or otherwise apply any procedure or process to the API(s) in order to ascertain, derive, and/or appropriate for any reason or purpose, any algorithm, process, procedure, or other information contained in the API(s), except as otherwise specifically authorized in accordance with the Master Agreement, this Schedule, and the User Documentation,

(d) provide access to or use of the Service to any third party, other than to the Client's authorized agents or representatives who have a reasonable need for such access or use,

(e) rent, lease, assign, sublicense, transfer, distribute, or allow a third party to access the Service, the API(s), BMO IP, or any aspect thereof,

(f) circumvent or attempt to circumvent any applicable security measures of the API(s) or the Service;

(g) circumvent or attempt to circumvent limitations on calls or usage, or use the API(s) in a manner that disrupts or degrades the performance of the API(s),

(h) transmit any viruses, worms, defects, Trojan horses, spyware, malware or any programming of a malicious or destructive nature, or in any other way damage, impede, or disrupt our services or systems, or attempt to do any of the foregoing, or

(i) use the Service in any way that violates applicable law or for any unlawful purpose.

3. API Administrators and Credentials.

In the User Documentation for the Service or by such other means as BMO may require or permit from time to time, the Client will specify one or more individuals who will be the Client's primary representative(s) for the Service ("*API Administrators*"). API Administrators may authorize additional individuals to use the Service, and each authorized individual will in turn have the ability to authorize other individuals to use the service (collectively, "*API Users*"). Each API Administrator and each API User will have full authority to connect the Client's software applications, download information via the API Service to such applications, and manage existing connections using such person's assigned OLBB User ID and User Password, and the Client represent and warrant that each such person has full power and authority to do so on the Client's behalf.

4. Execution of Payment Instructions

(a) BMO may execute payment instructions received by BMO via API(s) in the form received without confirming or verifying the completeness or accuracy of such instructions or the authority or identity of any person transmitting such instructions. The Client accepts sole responsibility for the accuracy, completeness, and authorization of all payment instructions received by BMO via API(s). Any action BMO takes on payment instructions received by BMO via API(s) shall have the same legal effect and will bind the Client as fully and effectually as if (and whether or not) such instructions have been given in writing and signed by the Client's duly authorized signatory(ies).

(b) BMO will have no responsibility or liability for any Claim arising out of the unauthorized use of the Service by any person and/or for any reason. If an error is contained in any payment instructions received by BMO via API(s) or a fraud occurs, recovery of funds is not guaranteed. BMO will reasonably cooperate with the Client to obtain the return of such funds, however, the Client acknowledges that such recovery may require the approval of the beneficiary and other relevant financial institutions.

5. Client Systems.

The Client is responsible for having and maintaining at the Client's expense proper functioning hardware, software, and communication devices, Internet access, and services necessary for use with the Service. BMO is not responsible if any of the foregoing fails to function properly.

The Client represents and warrants to BMO that the Client owns or has properly licensed all rights necessary to develop, distribute, and use the Client Systems, and the Client Systems will not infringe the intellectual property, privacy, or publicity rights of any third party. The Client is responsible for ensuring that Client Systems comply with applicable law.

The Client acknowledges and agrees that all Client Systems that are connected to BMO via the Service are selected by the Client, and any third-party providers of such systems are the Client's vendors. BMO has no control over such vendors or Client Systems or when and how any information is used or further disclosed after it is transmitted from BMO's systems.

The Client agrees to maintain a written information security program that contains administrative, technical and physical safeguards designed to: (i) ensure the security of Client Systems that connect to BMO via APIs, (ii) protect against any anticipated threats or hazards to the security or integrity of such Client Systems, (iii) protect against unauthorized access to or use of such Client Systems that could result in substantial harm or inconvenience to the Client or BMO, (iv) limit access to and use of such Client Systems as expressly permitted by this Schedule, and (v) comply with applicable law. The Client agree to promptly notify BMO of any modification to the Client's information security program that causes the security program to fail to comply in all material respects with this Section. The Client represents and warrants that the Client's information security program is reasonably designed to meet the foregoing requirements.

6. Limitation of Liability.

(a) BMO MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SERVICE. THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AT THE CLIENT'S SOLE RISK. BMO EXPRESSLY DISCLAIMS 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 SERVICE WITH RESPECT TO ITS CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY. BMO SHALL HAVE NO RESPONSIBILITY TO MAINTAIN THE SERVICE OR TO SUPPLY ANY CORRECTIONS, UPDATES, OR RELEASES IN CONNECTION THEREWITH. AVAILABILITY OF ALL ASPECTS OF THE SERVICE IS SUBJECT TO CHANGE WITHOUT NOTICE.

(b) THE CLIENT ACKNOWLEDGES THAT ELECTRONIC ACCESS TO SYSTEMS THROUGH THE INTERNET OR OTHER NETWORKS, WHETHER PUBLIC OR PRIVATE, MAY NOT BE SECURE. BMO MAKES NO WARRANTY WHATSOEVER TO THE CLIENT, EXPRESS OR IMPLIED, REGARDING THE SECURITY OF THE SERVICE, INCLUDING WITH RESPECT TO THE ABILITY OF UNAUTHORIZED PERSONS TO INTERCEPT OR ACCESS INFORMATION TRANSMITTED BY THE CLIENT THROUGH THE SERVICE, AND BMO DISCLAIMS ALL LIABILITY FOR ANY SECURITY BREACH THAT DOES NOT RESULT FROM BMO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(c) The Client acknowledges and agrees that information available and provided through the Service changes frequently and is subject to updating verification and correction by BMO from time to time and at any time throughout the day. Information may change between when BMO last sent the information to the Client or electronically posted it and when the Client receives or accesses the information and, therefore, the Client is solely responsible for any actions taken in reliance on information presented through the Service, including any actions that may result in an overdraft or incorrect payment the Client makes.

7. API Changes.

BMO reserves the right to modify the API(s) from time to time, including implementing corrections, releases, service packs, bug fixes, or other enhancements, upgrades, updates, revisions, or modifications of or to the API(s). BMO will endeavor to provide the Client with reasonable notice of such modifications. Modifications to the API(s) may affect Client Systems, and may require the Client to make changes to Client Systems at the Client's own cost and expense.

Following the release of any new version of an API, BMO shall be entitled to cease to support all older versions of the applicable API. BMO does not warrant or guarantee that older versions of the API will remain functional.

8. Unavailability of Access.

If any aspect of the Service or any other communication system or website becomes disabled or is otherwise unavailable for the Client's use for any period of time, the Client must promptly notify BMO of the situation. BMO will cooperate to restore access as promptly as reasonably possible. However, if a timely remedy is not available, the Client and BMO will cooperate to seek an alternative method to initiate Payment Orders and carry out other services. In any event, BMO will have no liability to the Client based on the unavailability of the Service or any other communications system or Website or our failure to remedy the problem in a timely manner.

9. Suspension; Termination.

In addition to our rights under the Master Agreement, BMO may immediately suspend or terminate the Service or any aspect thereof if BMO, in its sole discretion, at any time has reason to believe that (i) the Client's use of the Service or any API is causing a security risk to BMO, (ii) the Client's use of the Service or any API is adversely impacting our systems or the Client's or other users' use of the Service, or (iii) the Client is using the Service or any API to conduct fraudulent or suspicious activity or transactions or in a manner which violates applicable law or this Schedule.

Upon termination of the Service, all licenses granted by BMO to the Client hereunder will terminate and the Client must promptly remove all copies and all component parts of the API(s) from Client Systems and discontinue the use of the API(s).