Treasury Management Services Master Agreement

Effective April 17, 2023

Dear User of Treasury Management Services:

Strong, effective financial systems are essential to the success of your business. Whether you want to streamline operations with powerful online systems, take advantage of image services, or match payment options to the needs of your customers, Comerica has the solutions to help your company succeed. Comerica provides innovative, customized treasury management solutions developed from our experience, understanding, and state-of-the-art technology—a combination that allows us to meet your specific requirements in a more cost-efficient manner.

At Comerica we recognize that you need efficient means of managing your business. You need banking services that integrate with your systems, processes, and staffing circumstances. However, as a condition of our Treasury Management services, you are expected to follow safe and sound security procedures. Comerica's standard security procedures, if implemented and maintained by you, are designed to prevent improper, unapproved and/or other detrimental or problematic transactions. Your systems, processes, and staff are integral elements of these standard security procedures and must be configured, maintained, and updated to prevent the unauthorized access of your security credentials and other confidential information.

Although Comerica's Treasury Management internet-based solutions have been developed with multiple layers of security, you may choose to adopt a lower or less effective level of security based on your payment and technology risk tolerances that are influenced by your company's systems, processes, and staffing levels. Although we do not recommend a lower level of security or security procedure than our standard security procedures, we do allow you to specify and adopt security procedures that differ from our standard security procedures. **Please take special note that should you specify or otherwise adopt security procedures that differ from our standard security procedures, you may put your funds transfers, systems, and accounts at risk. Also, please pay special attention to the limitation of liability clauses included in your Treasury Management services documents. They set forth your rights and duties, as well as those of Comerica, regarding your access to Treasury Management services.**

One example of the importance of these security procedures is our Treasury Management Wire Transfer Service. Wire transfer allows you to transfer funds and achieve same-day availability without settlement risk because only available funds are transferred and/or received. There are significant cost savings and other benefits by initiating wires electronically through the Treasury Management Wire Transfer Service. Under the attached documents, however, when a business decides to initiate wire transfers, if the authenticity of a payment order in the name of the customer is verified pursuant to an agreed upon security procedure, the payment order is effective whether or not actually authorized by the customer. As such, if your business sustains a financial loss from an unauthorized fraudulent wire transfer, whether through an outside cyber-attack on your system or internal malfeasance of your employee/agent, Comerica will not be liable.

The best way to minimize your risk with wire transfers is to follow Comerica's standard security procedures. Our Treasury Management Wire Transfer Service offers you the ability to set up templates for those transfers done on a repetitive basis and initiate both domestic and international wires with multiple levels of security with the convenience of initiating a wire transfer from your own computer. However, where you have elected to have your funds transfers processed by a security procedure other than Comerica's standard security procedures, or have not configured, maintained or updated your systems or procedures; your risk of loss is increased.

We trust that you will find Comerica's innovative, customized Treasury Management solutions as an important banking resource for your business. Please feel free to ask any questions you may have regarding our Treasury Management services or any of the terms of the attached documents. We are happy to answer any questions you may have so that you can manage your business and the risks your business may face.

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Comerica Treasury Management Services Master Agreement

Terms and Disclosures

This Comerica Treasury Management Services Master Agreement ("**Master Agreement**") governs the treasury management relationship between Comerica Bank, a Texas banking association and/or any other Comerica Affiliate that enters into an Implementation Agreement ("**Bank**") and the business entity, trust, individual or other person identified on the signature page of the Implementation Agreement that requests and agrees to receive a Service ("**Customer**"). Bank and Customer are sometimes collectively referred to as the "**Parties.**" By executing the Implementation Agreement as defined in ***Section I.A.*** and/or Separate Agreement (as defined in ***Section I.A.***), or by using Treasury Management service(s) governed by this Master Agreement, Customer agrees to be bound by the terms of this Master Agreement, the Implementation Agreement, any Separate Agreement, and any supplements, addenda, or amendments to any of the foregoing.

Customer also agrees that the deposit accounts to which the Services apply are governed by the Business and Personal Deposit Account Contract, or such other contract entered into by Customer and Bank, the terms of which govern the Designated Account (as defined in ***Section I.A.***), as may be amended from time to time ("**Deposit Contract**"). Except as otherwise provided herein, where any terms and conditions contained in the Implementation Agreement or the Deposit Contract conflict with the terms of this Master Agreement, the terms of this Master Agreement control.

Section I: **General Terms and Conditions**

The following general terms and conditions apply to all Services provided by Bank to Customer:

A. DEFINITIONS

Access Method: Any access method(s) offered by Bank to access a Service, including Bank's online treasury management portal (e.g., Comerica Business Connect™). An Access Method is a Service.

ACH: Automated Clearing House.

Addendum: Any writing executed and delivered by the Parties and intended to supplement the provisions of this Master Agreement.

Administrator: A Service administrator(s) appointed by Customer's Authorized Signer in the Implementation Agreement or in another manner acceptable to Bank.

Affiliate: Any party, other than a party to this Master Agreement, that directly or indirectly controls, is controlled by or is under common control with a party subject to this Master Agreement, including any level of parent, any level of affiliate or any level of subsidiary of such party. For purposes of the foregoing definition, "control" (including "controlled by" and "under common control") means ownership of, or the right to acquire, directly or indirectly: (a) not less than fifty percent (50%) of the voting stock of a corporation; (b) the right to vote not less than fifty percent (50%) of the voting stock of a corporation; or (c) not less than fifty percent (50%) ownership interest in a corporation, partnership, limited liability company or other entity.

Authorized Signer: The named individuals or titles designated by Customer in a Business Deposit Account Signature Document and Declaration for Deposit Accounts and Treasury Management Services or other similar document accepted by Bank.

Available Funds: The total amount of the immediately available, good and collected funds in a Designated Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited items as set forth in the Deposit Contract.

Bank Third-Party Provider: Bank's or its Affiliate's third-party agent, subcontractor, service provider or licensor that provides software, hardware, equipment, products, data, documentation and/or services related to, or in support of, the Software and/or Services.

Business Day: Any portion of a day on which Bank is open for purposes of conducting substantially all business functions, including the applicable Service.

Charge: Any costs, fees, expenses or other amounts paid by Customer to a third party and/or collected by Bank from Customer on behalf of a third party.

Codes: Any security codes, security devices, keys, passwords, personal identification numbers, tokens and template numbers, including, but not limited to User, login or company IDs or passwords or Pretty Good Privacy (PGP) encryption.

Contingency Plan: One or more contingency plans utilized in conjunction with a Service when Bank determines that the Service is not operationally available.

Confidential Information: Information that either party may consider to be confidential and/or a trade secret, including, but not limited to, preexisting copyrightable works of original authorship (including but not limited to computer programs, technical specifications, manuals, and business plans), ideas, inventions (whether patentable or not), know-how, processes, compilations of information, patented property, trademarks, service marks, trade secrets and other intellectual property, technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, customer lists and other information about customers, product information, concepts, and compilations of data and any other information given from one party to the other. The confidentiality provisions of this Agreement do not apply to information that is entirely in the public domain; was known to the party prior to access to the information through no breach of any obligation of confidentiality; was received lawfully from a third party through no breach of any obligation of confidentiality owed to the other party; is created by that party's employees independently of the other party's Confidential Information; or is required to be disclosed to a party's regulatory agencies or auditors or pursuant to court order or applicable Laws.

Customer Affiliate: Affiliate that is a wholly owned direct or indirect subsidiary of Customer or that is otherwise controlled by Customer.

Customer Third-Party Provider: A third party hired, retained or employed by Customer to use or access a Service Customer receives from Bank, whether to process transactions on Customer's behalf or otherwise.

Designated Account: The deposit account(s) at Bank that Customer designates, and Bank approves, for use in conjunction with a Service for transactions and/or for the payment of Fees and Charges.

Fees: Any costs, fees, expenses or other amounts paid to or charged by Bank.

Fee Schedule: The document(s) provided to Customer that sets forth Fees and Charges for a Service.

Fines: Any and all fines, penalties, costs, expenses, fees and/or other liabilities assessed, levied or charged against (a) Customer; and/or (b) Bank, its Affiliates, Bank Third-Party Providers, and/or any third party.

HIPAA: The Health Insurance Portability and Accountability Act of 1996, as amended from time to time, as well as the regulations and other authority promulgated thereunder.

Implementation Agreement: The Treasury Management Services Implementation Agreement used to designate and accept the Service Terms for the Services that the Customer elects to receive from Bank.

Indemnify (or Indemnification): To, at the indemnifying party's expense, defend, indemnify and hold another harmless from and against Losses. For clarification, any time Customer is obligated to Indemnify Bank under this Master Agreement, the term "Bank" includes Bank, its Affiliates, Bank Third-Party Providers, and their respective directors, officers, employees and agents.

Laws: All applicable federal, state, local and foreign laws, statutes, rules, codes, directives, regulations, orders and ordinances, as enacted and/or amended from time to time.

Legal Requirements: Laws and Rules.

Losses: Any and all Fines, fees, costs, expenses, losses, liabilities, damages, and claims, and all costs and expenses relating to such Fines, fees, costs, expenses, losses, liabilities, damages, and claims (including, without limitation, costs and/or expenses of investigation, litigation or other dispute resolution proceedings, settlement, judgment and interest and reasonable attorneys' fees and paralegals' fees [whether or not suit is instituted and, if instituted, at the trial or appellate court levels, in a probate, administrative, bankruptcy or other proceeding, or otherwise]).

Nacha: The National Automated Clearing House Association, the organization that establishes standards, rules, and procedures for ACH transactions.

Nacha Rules: Nacha Operating Rules & Guidelines, as they may be amended from time to time.

OFAC: Office of Foreign Assets Control.

Proprietary Property: This Master Agreement, Software, Services, User Guides, related documentation and proprietary file formats, including, without limitation, all Software, Services, documentation and proprietary file formats provided or licensed by Bank or Bank Third-Party Providers.

RTP®: Real-time payment network managed by The Clearing House Payment Company LLC.

Rules: Any rule, regulation, order, directive or decision of any governing payment network or trade association, as enacted and/or amended from time to time, including, as applicable, Nacha, RTP, Electronic Check Clearing House Organization, card associations, clearinghouses, networks and/or other associations involved in transactions under this Master Agreement.

Security Procedure: One or more security procedures utilized in conjunction with a Service or Contingency Plan.

Separate Agreement: Additional or supplemental agreements or Addenda to this Master Agreement and Implementation Agreement that are required by Bank or third-party service providers in connection with the provision of Services including, without limitation, documents utilized by Bank to collect from Customer information Bank determines necessary to provide a Service (e.g. Designated Account(s), Authorized Signers, and selected Service features and options). If Customer is permitted to use a Service that requires execution of a Separate Agreement, Customer's use of such Service will be conditioned on and subject to Customer's execution of such applicable Separate Agreement.

Service (or Services): One or more Treasury Management services or Access Method, identified by name and/or description which Customer contracts Bank to provide in accordance with the Implementation Agreement, any Separate Agreement that is subject to the terms of this Master Agreement and the terms and conditions set forth in this Master Agreement. Bank is under no obligation to permit Customer's use of any Service. The decision to permit Customer's use of any one or more Service is within Bank's sole discretion.

Service Terms: Terms and conditions contained in this Master Agreement, Implementation Agreement, Separate Agreement(s) applicable to a specific Service, including Fee Schedules and User Guide(s) applicable to a specific Service.

SFTP: Secure File Transfer Protocol.

Software: Software, system or other platform provided by Bank in conjunction with a Service, including all related user documentation.

Third-Party Information: Information about or from a person or entity other than Customer or Bank.

User: A person designated by an Administrator to be given access to an internet-based Service.

User Guide: The document(s) (electronic and/or paper) provided by Bank to Customer that contains detailed information and instructions regarding the use and functionality of a Service.

B. STRUCTURE AND AMENDMENTS.

1. **Implementation Agreement; Service Terms; Prior Agreements**. Bank shall provide Services to Customer as designated in the Implementation Agreement, any Separate Agreement(s) and any supplement or amendment to any of the same which Bank and Customer may execute from time to time. Bank will be responsible only for performing the Service(s) that Bank expressly agrees to provide pursuant to the signed Implementation Agreement, any Separate Agreement(s) and any supplement, addenda, or amendment thereto. If Customer entered into a "Service Schedule" or "Service Agreement" to receive Treasury Management services under a previous treasury management services agreement with Bank ("**Prior Agreement**"), Customer may continue to receive the Service without an Implementation Agreement until Customer requests a change (e.g. to add a Service, add or change an Administrator or to add an Affiliate) for which Bank requires an Implementation Agreement, at which time Customer will be required to enter into an Implementation Agreement with Bank to continue using Services. Therefore, for avoidance of doubt, notwithstanding any requirement under this Master Agreement that Customer must enter into an Implementation Agreement to use a Service, Customers who entered into a "Service Schedule" or "Service Agreement" under a Prior Agreement may continue to receive the contracted Services without an Implementation Agreement until the Customer requests a change that requires that an Implementation Agreement be signed. Customer's continued use of Services shall, in all other respects, be subject to and in accordance with the terms of this Master Agreement.

2. **User Guides**. For each Service, Customer will be given a User Guide(s) that provides instructions pertaining to the Service. Bank will make User Guides available electronically. Customer agrees to read the User Guide(s) prior to using the applicable Service. By signing the Implementation Agreement, Separate Agreement(s) or using the Services, Customer acknowledges receipt of, and agrees to the terms of, the User Guide(s) for the selected Services. If Customer disagrees with the terms of any User Guide(s), then Customer shall not use the applicable Service.

3. **Amendments and Changes.**

(a) Amendments and Changes by Bank. Bank may amend any portion of this Master Agreement by giving Customer notice in advance as required by Law or, if there is no applicable Law, Bank will attempt to give Customer notice thirty (30) days in advance, when possible. Use of a Service following the effective date of an amendment is Customer's acceptance of the amendment. If Customer does not agree with the amendment, Customer must cease using the Service before the effective date of the amendment. Notwithstanding the foregoing, Bank may change:

(i) a Security Procedure upon giving Customer fifteen (15) days prior notice, except that a change in Security Procedure due to a breach in security is effective immediately when notice is given;

(ii) the Fees and Charges set forth in a Fee Schedule for a Service upon giving Customer thirty (30) days prior written notice; and

(iii) a cutoff time in accordance with ***Section I.C.5***.

(b) Amendments and Changes by Customer. If Customer's authorized representative requests a change to a Service, Customer agrees that Bank may, in its discretion, implement such changes without requiring a new Implementation Agreement.

C. SERVICES GENERALLY.

1. **Submission of Data, Information and Documents**. In order to provide Customer with a Service, Bank may require data, information and/or documentation from Customer that is relevant to the Service. Customer will provide Bank with timely, correct and complete data, information and/or documentation as requested by Bank and/or as set forth in this Master Agreement, User Guide(s), Implementation Agreement and/or a Separate Agreement for a Service. Until Bank receives the data, information and/or documentation Bank requires, in a form and with content satisfactory to Bank, Bank is not obligated to provide the Service, and/or there may be delays in providing the Service and/or changes to the Service. Only employees or third parties authorized by Customer will send data, information and/or documentation to Bank. Information requested by Bank may be required for Bank to comply with applicable provisions of Law, including without limitation the USA PATRIOT Act and its implementing regulations. Information and documentation requested by Bank may include, without limitation, information Customer's financial condition, business operations and the nature and capability of equipment owned and maintained by Customer for the purposes of accessing the Services. Customer is solely responsible for the format, timeliness, accuracy, completeness and/or appropriateness of all data, information and documentation provided to Bank by or on behalf of Customer. Bank shall have no obligation to reformat any data or information. In addition, Bank shall have no liability or responsibility for the timeliness, accuracy, completeness or appropriateness of any data, information and/or documentation received from Customer, Customer's systems, Customer Third-Party Providers, other financial institutions or any Bank Third-Party Providers. Bank's obligations with respect to each Service provided hereunder, is expressly conditioned on Bank's receiving all data and information it requires, in substance form and quality and within the time frame required by Bank or Bank Third-party Providers. In the event that required data or information is not provided, then (i) Bank will not be bound by any performance or delivery schedules set forth herein, (ii) Bank may charge additional Fees as appropriate, (iii) Bank may return improper or incomplete information or data, and (iv) any Services, reports, or information that are delivered by Bank will be considered to be complete.

2. **Exploration, Development, Implementation and Maintenance Costs**. Customer and Bank will each be responsible for their own costs incurred: (a) in exploring the use of any Service; (b) in the development of any infrastructure to use any Service; (c) to buy, lease, install, upgrade, update and/or enhance any hardware, software, and equipment (e.g., telephone lines, servers, modems, internet access) necessary to use any Service; (d) for the payment of any compensation to any person or entity in regard to the development or implementation of any Service; or (e) in contemplation of entering into the Implementation Agreement and/or Separate Agreement.

3. **Designated Accounts**. To use Services, Customer must maintain at least one deposit account at Bank. Customer shall provide to Bank the Designated Account number(s) to be used in conjunction with each Service. Any changes, additions or deletions to the Designated Account requested by Customer must be sent to Bank in writing. Each Designated Account is subject to the terms of the Deposit Contract. Customer represents and warrants that its Administrator is duly authorized by Customer to select the Designated Accounts and to grant User authorities with respect to such Designated Accounts.

4. **Administrator**. Any Authorized Signer may: (a) serve as Customer's Administrator(s) for all Services; or (b) designate to Bank other individuals empowered to serve as its Administrator(s) for all Services. Subsequent changes to Customer's Administrator(s) may require Customer's execution of a new Business Deposit Account Signature Document and Declaration for Deposit Accounts and Treasury Management Services or other similar document accepted by Bank. Administrator(s) will be Customer's primary contact(s) with Bank and Bank's primary contact(s) with Customer for the applicable Service(s). In addition to Administrator's rights as an Authorized Signer and those rights set forth in ***Section I.G.1 of this Master Agreement*** (Administrator Responsibilities), Customer hereby authorizes the Administrator(s) to:

(a) Select and change Service options and features, including security options/features, in a manner acceptable and made available by Bank to the Administrator(s); and

(b) Receive all communications from Bank regarding the Service(s), including but not limited to notices related to change in Fees, Charges or terms, suspension and/or termination. Customer shall designate a single Administrator to receive such communications in the Implementation Agreement.

5. **Cutoff Times**. Transfers, withdrawals, credits, debits, payment orders, payment origination instructions and communications received by Bank after its established cutoff deadlines for such transactions, instructions or communications, or that are received on non-Business Days, will be treated as received on the next Business Day. Bank may change its cutoff times at any time, provided that Bank will attempt to give prior notice of such change, when possible, unless the Law requires otherwise.

6. **Use of Third-Party Providers.**

(a) Use of Bank Third-Party Providers. Bank uses or may use third-party networks and other Bank Third-Party Providers to provide or assist in the delivery of certain Services. Bank may use an alternate third-party network or Bank Third-Party Provider at its discretion. In the event Bank determines, in its sole discretion, that it is unable to provide third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third-party network and shall have no liability for the unavailability of such access.

(b) Use of Customer Third-Party Providers. Customer shall not, without Bank's prior written consent, allow any Customer Third-Party Provider Customer hires, retains or employs to use or access a Service Customer receives from Bank, whether to process transactions on Customer's behalf or otherwise. If Bank allows Customer to use a Customer Third-Party Provider, Customer will advise the Customer Third-Party Provider of all the requirements for the applicable Service and of the confidentiality requirements of this Master Agreement. Also, if Bank requires, Customer will obtain a written confidentiality agreement from the Customer Third-Party Provider. In any event, Customer shall ensure that any Customer Third-Party Service Provider that accesses or uses a Service has agreed in writing to confidentiality obligations that are at least as restrictive as the confidentiality obligations that Customer has to Bank under this Master Agreement and any Separate Agreement. Customer is responsible for the acts and omissions of each Customer Third-Party Provider and shall Indemnify Bank from any act or omission of such Customer Third-Party Provider, regardless of whether the Customer advised Bank of the existence of the Customer Third-Party Provider or obtained Bank's prior written consent to the Customer Third-Party Provider's use or access of a Service Customer receives from Bank.

7. **Use of Couriers**. Unless we have agreed otherwise in a separate writing with you, Bank does not provide courier service for Customer's use or pay Customer's courier's charges in connection with providing Services covered by this Master Agreement. Delivery by U.S. Mail for purposes of this Section does not constitute delivery by a courier. If Customer utilizes a courier to deliver instructions, data or other information, paper cash letter or, in the case of the cash vault Service, cash, coin and/or check deposits, to Bank, Customer agrees at all times and in all respects, and regardless of who pays for the services of the courier, that: (i) the courier is Customer's agent and not Bank's agent; (ii) Bank is not responsible or liable for the acts or omissions of the courier; and (iii) Customer assumes all risk of loss in regard to the items to be delivered until Bank is in actual receipt of the items and has given the courier a receipt for such items.

8. **Recording**. Bank may record or monitor any telephone conversation regarding any Service and Customer agrees to such recording. If state law requires Customer's employee or agent to give consent to the conversation, Customer will advise the employee or agent to do so. However, Bank has no duty to record or monitor telephone conversations and the election to record and/or monitor is within Bank's discretion.

9. **Customer Records**. No agreement between Customer and Bank shall relieve either party from any obligation it may have under Law, contract with a third party or otherwise to make or keep records and/or employ its own adequate audit, accounting and review practices.

10. **Compliance with Legal Requirements**.

(a) Customer shall at all times comply with all Legal Requirements applicable to Customer, Customer's business, each Service Customer receives under this Master Agreement and the Implementation Agreement and Customer's performance of its obligations and exercise of its rights under this Master Agreement and the Implementation Agreement. Without limiting the generality of the foregoing, Customer is responsible for knowing, and for determining Customer's obligations under, all such Legal Requirements.

(b) Bank shall at all times comply with all Legal Requirements applicable to Bank, each Service Bank provides to Customer under the Agreement and Bank's performance of its obligations and exercise of its rights under the Agreement. Bank shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex or national origin. Moreover, these regulations require that affirmative action be taken to employ and advance in employment of individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

11. **Inconsistency of Name and Account Number**. For any Service or transaction that requires the use of an account name and account number, if the account name and account number do not match, Bank and any other financial institution involved in the Service or transaction may, in their sole discretion, reject the transaction or rely solely upon the account number or other identifying number provided by Customer.

12. **Unauthorized Use of Services**. It is Customer's sole responsibility to ensure that only those Customer Administrators, Users, employees, agents and Customer Third-Party Providers duly authorized by Customer have access to and/or use of any Service, and that such access and use is in an authorized manner and within the scope of their delegated authority. Bank shall have no liability for, and Customer shall Indemnify Bank in connection with, any unauthorized use of any Service.

13. **Use of Services by Customer Affiliates**. Customer may, from time to time, request that Customer Affiliates be permitted to use Services subscribed to by Customer.

(a) Documentation and Authority. Each Customer Affiliate must sign an Implementation Agreement to use Customer's Services. By signing an Implementation Agreement or by accessing and/or using a Service, each Customer Affiliate authorizes the Customer's designated Administrator to act as agent for such Customer Affiliate in connection with any and all matters that are within the Administrator's authority under this Master Agreement, including, without limitation, all powers described in ***Sections I.C.4*** (Administrator) and ***I.G.1*** (Administrator Responsibilities). Customer and all Customer Affiliates specifically acknowledge that the Administrator is empowered to select Designated Accounts used with a Service and to delegate authorities in connection with such Designated Accounts to Users. Each Customer Affiliate agrees that all notices received by an Administrator will be effective against the Customer Affiliate and any and all actions by Customer shall be binding on Customer Affiliates. Customer agrees to notify Customer Affiliates of any notices received, agreements made and actions taken on behalf of any Customer Affiliate. Bank may conclusively rely on Customer's authority to act for itself and to bind the Affiliates with respect to any actions required to be taken by Customer in connection with this Master Agreement and any applicable Service Terms.

(b) Indemnification. In addition to any other Indemnification obligations set forth in this Master Agreement or any applicable Service Terms, Customer agrees to Indemnify Bank for any and all Losses that Bank may suffer or incur in connection with providing Services to Customer Affiliates or any other matters related to the Agreement, except for Losses attributable to Bank's gross negligence or willful misconduct. In addition, Customer agrees that it is liable to Bank for each Customer Affiliate's performance under, and compliance with, the terms of the Master Agreement (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer) and all applicable Service Terms, and with regard to such performance and compliance by any Customer Affiliate, Bank may enforce the Master Agreement and applicable Service Terms directly against Customer without first being required to seek enforcement against any Affiliate.

(c) Warranties. Customer represents and warrants to Bank that each Customer Affiliate that it permits to use a Service is a wholly owned direct or indirect subsidiary of Customer, or is otherwise controlled by Customer, and that Customer has all necessary power and authority to act for and on behalf of each Customer Affiliate in connection with this Master Agreement, the Services and Designated Accounts. Each Customer Affiliate represents and warrants to Bank that it is a wholly owned direct or indirect subsidiary of Customer or is otherwise controlled by Customer, and that all necessary action was taken by the Affiliate's governing body to provide Customer all necessary power and authority to act on behalf of Customer Affiliate in connection with the Services and Designated Accounts of such Customer Affiliate as contemplated by this Master Agreement and all applicable Service Terms. Each Customer Affiliate represents and warrants to Bank that (a) the execution and delivery of the Implementation Agreement, which accepts the terms of the Master Agreement, and all applicable Service Terms has been authorized by all necessary corporate and governmental action and does not violate any provision of Legal Requirements applicable to such Customer Affiliate, or any provision of such Customer Affiliate's organizational documentation or any other agreement binding upon such Customer Affiliate, and (b) the person(s) executing and delivering the Implementation Agreement for and on behalf of such Customer Affiliate is/are duly authorized to do so. Each Customer Affiliate and Customer agree that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Customer Affiliate hereby agrees that Bank will not be liable and such Customer Affiliate shall not sue or otherwise make claims against Bank for or on account of any claim for damages arising out of or relating to Bank allowing the arrangements contemplated by the Implementation Agreement, the Master Agreement or any Service Terms, including any fraudulent activity or instructions resulting from or relating thereto.

D. SERVICE FEES AND CHARGES.

1. **Fees and Charges**. Customer agrees to pay the Fees and Charges set forth in each Fee Schedule, or otherwise described in this Master Agreement. All amounts Customer owes under this Master Agreement and Fee Schedules will be charged against a Designated Account. If a Designated Account is closed or if no specific account has been designated by Customer, all amounts Customer owes under the Agreement may be charged against any account maintained by Customer with Bank.

2. **Earnings Credit**. Some Fees may be reduced by an earnings credit amount, which is determined through the analysis process and is based on the positive collected balances in the Designated Account. The total Fees for a Service(s) during the month are reduced by the earnings credit amount. Fees that are not reduced by an earnings credit amount will be charged against the Designated Account.

3. **Taxes**. The Fees and Charges set forth in the Fee Schedule, or elsewhere in this Master Agreement, do not include sales, use, excise, value added, utility or other taxes that Customer may be responsible to pay.

4. **Security Interest**. Customer hereby provides Bank, to the extent allowed by Law, a continuing and perfected security interest in any and all funds in Designated Accounts, and in any other account maintained by Customer with Bank and/or any of its Affiliates, to satisfy Customer's financial and other obligations in connection with any Service and/or to otherwise secure present and future indebtedness Customer owes to Bank.

E. MONETARY TRANSACTIONS.

1. **<u>Account Balances for Funding Payment Transactions and/or Service Fees and Charges</u>.**

(a) <u>Sufficiency of Funds in Designated Account</u>. Customer is responsible to ensure that the Designated Account used in conjunction with a Service has sufficient Available Funds to cover Customer's requested transactions in connection with the Service and to pay the Fees and Charges applicable to the Service. Customer acknowledges and agrees that Bank is under no obligation to pay any amount on Customer's behalf or process any transaction that would cause a Designated Account to go into an overdraft position or increase an existing overdraft position or line of credit. In addition, Bank does not make any commitment to extend intra-day or other forms of credit to Customer, or otherwise lend or advance funds to Customer.

(b) <u>Insufficient Funds in Designated Account</u>. If the Designated Account does not have such sufficient Available Funds, Customer is and remains fully liable and responsible to Bank for the payment of the applicable amounts and Bank may, and Customer hereby expressly authorizes Bank to:

(ii) dishonor any one (1) or more transactions that would create an overdraft position in the Designated Account, increase an existing overdraft position in the Designated Account and/or increase a line of credit Customer maintains with Bank;

(iii) debit other Designated Accounts, and if such other Designated Accounts do not have sufficient Available Funds to cover the amounts owed, then Bank may debit other Customer accounts at Bank and/or any of its Affiliates;

(iv) set off against any amounts Bank owes to Customer;

(v) allow an overdraft position in the Designated Account, allow an increase in an existing overdraft position in the Designated Account and/or allow an increase in a line of credit Customer maintains with Bank, in the amount of one (1) or more transactions and/or the amount of the Fees and Charges, in which case:

(A) if Bank and Customer do not have a separate written agreement regarding overdrafts, the overdraft shall be subject to the provisions of the Deposit Contract regarding overdrafts;

(B) Customer agrees to pay Bank interest on the overdraft amount and/or the excess line of credit amount at such rate as Bank may elect to charge, or as may be required or limited by Law;

(C) Customer shall pay Bank the amount of, or cause Available Funds to be deposited to the Designated Account in the amount of, the overdraft or excess line of credit, interest and applicable Fees and Charges, on demand and not later than one (1) Business Day after Bank's written or oral demand; and

(D) Customer shall be liable for Losses of Bank in connection with the collection of such overdraft amount or excess line of credit amount, interest and applicable Fees and Charges, including, without limitation, all reasonable attorney's fees and paralegals' fees (whether or not suit is instituted).

(E) Customer acknowledges and understands that allowing an overdraft position in a Designated Account, an increase in the amount of any existing overdraft position in a Designated Account and/or an increase in a line of credit does not obligate Bank to do so for other or future transactions, even if Bank has done any one (1) or more of the foregoing on Customer's behalf or the Designated Account Owner's behalf in the past.

(vi) require pre-funding of any or all future transactions and/or applicable Fees and Charges.

(c) <u>Review and Verification of Transactions</u>. If the Service Customer used to initiate the transaction does not provide electronic verification, it is Customer's obligation to review reports, review Designated Account balance and transaction information and/or to telephone Bank's Treasury Management Relationship Services Department at the telephone number provided in the User Guide for the Service to verify the status of Customer's transaction request.

2. **<u>Dishonor of Monetary Transactions</u>**. Bank may dishonor transactions and/or require pre-funding of any transactions Customer requests:

(a) for the reasons set forth in ***Section I.E.1*** above;

(b) if Customer is in breach of this Master Agreement, Deposit Contract or loan arrangement, guarantee, or any other agreement with Bank and the breach has not been cured within the time period, if any, provided in such agreement;

(c) if Customer's instruction does not comply with the requirements for the Service; or

(d) if the transaction: (i) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (ii) violates, in the opinion of Bank's legal counsel, any provision of any present or future risk control program of the Federal Reserve, applicable Law, OFAC policy or Presidential Order; or (iii) violates Bank's policies, procedures or practices.

3. **<u>Bank Excused from Liability</u>**. In regard to transactions involving the transmission of funds, Bank shall be excused from any failure or delay in transmitting funds if the transmittal would result in Bank: (a) exceeding any limitation upon Bank's intra-day net funds position that is or may be established by Bank's regulators as a regulation or guideline; or (b) violating any provision of any present or future risk control program of the Federal Reserve or any Law.

F. SECURITY PROCEDURES.

1. **<u>Security Procedures Generally</u>**. Some Services and Contingency Plans require the use of a Security Procedure for the purpose of determining and/or verifying the authenticity of a communication, transaction and/or transmission. Such Security Procedures will be described in this Master Agreement, the User Guide(s) for the Service, on the online screen instruction for the Service, and/or in a separate document provided by Bank. Security Procedures may vary for each Service and Contingency Plan. Contingency Plans for each Service may not utilize the same Security Procedure as the Security Procedure for the Service. Security Procedures may require the use of one (1) or more Codes. By using a Service, Customer acknowledges receipt of all Security Procedures recommended by Bank that are applicable to the Service, and Customer agrees to follow all such Security Procedures applicable to the Service unless different Security Procedures are agreed to by Bank and Customer in writing. Bank reserves the right to change the Security Procedure for a Service as it deems necessary. Bank will notify Customer of a Security Procedure change in accordance with ***Section I.B.3(a)(i)***. Customer's use of the Service following such change shall be deemed Customer's acceptance of the new Security Procedures as the Security Procedure for the Service.

2. **<u>Need for Proactive Security Procedures, Maintenance of Security Procedures</u>**. Customer acknowledges and agrees that, as part of the Security Procedure, Customer is required to take certain actions to prevent unauthorized transactions. Customer also acknowledges that Bank's ability to protect Customer from unauthorized transactions depends on Customer's monitoring of Customer's transactions and following the Security Procedures Bank provides to Customer to prevent unauthorized transactions. In this regard, Customer agrees to monitor Customer's transactions, screen Customer's systems using anti-virus software and conduct other procedures and safeguards that are part of the Security Procedure to prevent any unauthorized transactions. Customer further agrees to: (a) maintain the integrity and protection of the Security Procedure used in conjunction with the Service; (b) establish and maintain commercially reasonable procedures to safeguard against unauthorized communications, transactions and/or transmissions to Bank; and (c) establish and maintain commercially reasonable procedures to ensure the confidentiality of the Security Procedure, including, but not limited to, Codes and related instructions Bank provides to Customer in connection

with the Security Procedure. Bank will have no liability to Customer for: (i) Losses resulting from Customer's failure to comply with the terms of this Section; or (ii) substandard performance of a Service or failure to provide the Service if Customer does not employ the minimum recommended Security Procedure requirements set forth in the User Guide(s) for the Service, on the online screen instruction for the Service, and/or in a separate document provided by Bank.

3. **Limited Purpose of Security Procedures**. The purpose of the Security Procedure is to verify the authenticity of the communication, transaction and/or transmission and not to detect an error in the content of the communication, transaction and/or transmission. If Bank receives a communication, transaction and/or transmission that complies with the Security Procedure, Customer agrees that Bank may treat it as authorized by Customer. Customer shall hold Bank harmless for any actions taken by Bank in reliance upon the use of the applicable Security Procedure. Bank may refuse to accept any communication, transaction and/or transmission that does not comply with the Security Procedures.

4. **Adequacy of Security Procedures**. If at any time Customer believes that the Security Procedure offered to or selected by Customer is not adequate for the type, size or volume of communications, transactions and/or transmissions Customer intends to conduct, or is otherwise not commercially reasonable for any reason, or if Customer believes that the Security Procedure has been compromised, Customer will not use the Service to conduct Customer's communications, transactions and/or transmissions. Customer agrees that each time Customer initiates a communication, transaction and/or transmission using the Security Procedure offered to or selected by Customer, Customer acknowledges and agrees that the Security Procedure is adequate for the type of communication, transaction and/or transmission Customer intends to conduct, is commercially reasonable, and that Customer is not aware of any compromise to the Security Procedure. This is a continuing acknowledgement so long as Customer uses the Service.

5. **Notification Regarding Security Procedure Inadequacy or Compromise**. In the event Customer believes that the Security Procedure offered to or selected by Customer is not adequate for the type of communication, transaction and/or transmission Customer intends to conduct, or is otherwise not commercially reasonable for any reason, Customer should contact Bank's Treasury Management Relationship Services at the telephone number provided in the User Guide for the applicable Service to determine the alternatives, if any, that may be available to Customer. If Customer believes or suspects that any Security Procedure has been compromised in any manner, or has become known or accessed by an unauthorized person (whether or not employed by Customer), Customer agrees to notify Bank immediately (but in any case, not later than twenty-four (24) hours after becoming aware of such occurrence) by telephone at the telephone number set forth in the User Guide for the Service, followed by written confirmation to the street and/or electronic address set forth in the User Guide for the Service. Such compromise or unauthorized access will not affect any transfers and/or transactions Bank made in good faith prior to Bank's receipt of Customer's notification and for a reasonable time period thereafter (not to exceed one (1) Business Day), unless Bank has caused the compromise or unauthorized access.

6. **Effect of Compromised Security Procedures**. If Customer notifies Bank, or Bank has reason to believe, that Customer's computer(s), system(s) and/or the Security Procedure has been or may have been compromised, Bank will, in Bank's sole and absolute discretion, determine the appropriate action to re-establish the security of the Service and will advise Customer promptly of the status of the security and of any Security Procedure changes that will be required. Bank reserves the right to immediately: (a) modify an existing Security Procedure or require a new Security Procedure to be used; and/or (b) temporarily suspend or permanently terminate the affected Service. Bank may notify Customer of a breach in security, or a change in Security Procedure due to a breach in security, in any manner Bank determines is the most expeditious. Such notice shall be deemed effective immediately when given. Bank shall never have liability to Customer for Bank's failure to act on any communication, transaction and/or transmission if Bank believes that there has been a breach of the applicable Security Procedure and the communication, transaction and/or transmission is unauthorized.

G. ONLINE SERVICES.

1. **Administrator Responsibilities**. If Customer elects to receive internet-based Services, Customer's Administrator shall: (a) designate to Bank each Designated Account to be used in connection with the applicable internet-based Service, even if the Administrator is not an Authorized Signer (as defined in the Deposit Contract) on the Deposit Account; (b) designate to Bank each User who should be given access to the applicable internet-based Service; (c) grant rights to access the Designated Account to Users; (d) set limits desired by Customer for each User through options made available through the applicable internet-based Service; (e) enable each User and give access rights to each User, including administrative rights, if any, or provide to Bank the type of access rights the User is to receive (some Service types require the Administrator to actually establish the Users and their access rights while others require Bank to do this based upon the Administrator's instructions); and (f) disable Users and access rights as Customer determines timely and appropriate. By Customer's execution of the Implementation Agreement and/or Separate Agreement for an internet-based Service, Customer represents, warrants and agrees with Bank that: (i) Customer's Administrator is authorized to, and shall, provide the Designated Account information to Bank on each Designated Account to be used with any such Service; and (ii) Users may access, and, if applicable, conduct transactions in regards to the Designated Account, even if they are not Authorized Signers (as defined in the Deposit Contract) on such Designated Account.

2. **Access Credentials**. Generally, Bank will provide the Administrator and each User with the necessary access credentials to gain access to each applicable internet-based Service. A User ID, PIN, and/or other security Code may be required to gain access to the Internet-based Service. Access to certain Services available through the internet may require additional IDs, passwords, PINs and/or other security Codes (which, if applicable, will be provided to the Administrator and each User designated to Bank by the Administrator to receive one), as more fully described in the User Guide(s) for the applicable Service.

3. **Notice Regarding Internet Risk**. Customer understands that Bank does not guarantee or make any representations regarding the safety or security of the internet. The Security Procedures that are required for the use of an internet-based Service are intended by the Parties as the sole means by which Bank shall determine that the communications, transactions and/or transmissions received by Bank through the use of the internet-based Service are authorized by Customer. The Security Procedures for internet-based Services are described in detail in the applicable User Guides. If Customer, its employees or agents provide, whether intentionally or otherwise, all of the authenticating information required by the Security Procedure (e.g., User IDs, passwords, other Codes), Bank shall be entitled to rely on the authenticating information received, and Customer shall be liable for each communication, transaction and/or transmission processed by Bank that conforms to the authentication requirements in the Security Procedure, until Bank has been notified by Customer not to accept and process further transactions because of a breach or potential breach of the Security Procedures. Notwithstanding the foregoing, Customer shall not be liable for access to the Internet-based Service, or transactions processed that comply with the authentication requirements of the Security Procedure if, in fact, the transactions and/or access to the Service were not authorized by Customer and a breach of the Security Procedure was directly caused by Bank, its employees or Bank Third-Party Providers retained by Bank to provide the Service.

H. SOFTWARE AND TECHNICAL SPECIFICATIONS.

1. **Software.**

(a) If Bank provides Customer with Software that comes with a separate license agreement, the terms of the Software license agreement shall apply with respect to the Software.

(b) If Bank provides Customer with Software that does not come with a separate license agreement, the following provisions apply to the Software:

(i) Bank warrants to Customer that Bank has the right to extend the use of such Software to Customer.

(ii) Customer shall not decompile, disassemble or reverse engineer the Software or assign, sell, lease, disseminate or give the Software, Software documentation or Service documentation to any third party without Bank's prior written consent.

(iii) Copying of the Software and related documentation is limited to one (1) copy for archival and backup purposes only.

(iv) Customer does not acquire any proprietary interest or rights in the Software, systems or related documentation as a result of using it or any Service.

(v) The Software may not be used in violation of any Law or in any terrorist supporting country where the U.S. government prohibits such use.

(vi) Bank will Indemnify Customer from any third-party claims made against Customer or Customer's affiliates, officers or directors alleging that Customer's authorized use of the Software infringes on a third-party's copyright, patent or trade secret enforceable in the U.S.; provided that Customer has not breached any of the provisions in ***Subsections I.H.1(b) (ii)*** through ***I.H.1(b) (v)*** and has not caused or contributed to the claimed infringement.

(A) In regard to this Indemnification, Bank will pay the judgments finally awarded by a court of competent jurisdiction and any settlements of such third-party claims approved in writing by Bank, provided that: (1) Customer provides Bank with prompt written notice of the claim; (2) Customer permits Bank to exercise sole control over the defense and/or settlement of the claim; and (3) Customer cooperates with Bank, at Bank's expense, in the defense and/or settlement of the claim.

(B) Bank and Bank's agents, licensors and Bank Third-Party Providers shall have no liability for any claim of infringement based on: (1) use of other than a current, unaltered release of Software available from Bank; or (2) use or combination of the Software with software, hardware, programs or data not provided by Bank.

(C) Should any Software become, or in Bank's opinion be likely to become, the subject of a claim of infringement, Bank may at its option and expense: (1) procure for Customer the right to continue using the alleged infringing Software; or (2) replace or modify the same so that it becomes non-infringing; or (3) if neither (1) nor (2) is reasonably practicable, Bank may terminate Customer's use of the Software and the affected Service(s).

(D) This ***Subsection I.H.1(b)(vi)*** sets forth Customer's sole remedy, and Bank's sole obligations, in connection with any infringement claim with respect to the Software.

(E) If the medium on which the Software was provided was defective and Customer reported the problem to Bank within sixty (60) days of receiving the Software, Bank may, at Bank's option, provide Customer with new Software within five (5) days or reimburse Customer the Fees and/or Charges Customer paid for the Software and Service that Customer was not able to use. The remedies set forth in this ***Subsection I.H.1(b)(vi)*** constitute Customer's sole remedies, and Bank's sole obligations, in connection with errors or problems with the Software.

2. **Technical Specifications**.

(a) Bank may recommend or require specific hardware, software and/or other equipment to be used in connection with one or more Services. Such recommendations or requirements may change from time to time. Unless otherwise stated in this Master Agreement, or Bank otherwise agrees in writing, Bank makes no representations or warranties in regard to, nor will it provide technical support for, such hardware, software and/or other equipment.

(b) Customer understands that in order to use some Services, upgrades to required browsers, operating systems, equipment, hardware and/or software may be required or recommended by Bank. Customer shall maintain its systems and equipment in good working order, at all times. Failure to upgrade and/or use Bank-recommended browsers, operating systems, equipment, hardware and/or software may prevent the use and/or effective use of the Service. Bank will not be liable to Customer for any claims by Customer related to the use or quality of the Service if Customer fails to comply with this ***Section I.H.2***.

(c) Hardware, software and equipment must be compatible with Bank's equipment and operating systems for use and/or effective use of the Services. Bank will not be liable to Customer for any effects of any changes or upgrades made by Customer to its hardware or operating system after commencement of any Service to a Customer.

I. CONFIDENTIALITY OF INFORMATION AND PROPRIETARY PROPERTY.

1. **Customer's Information**. Bank agrees that information concerning Customer that comes into Bank's possession in conjunction with a Service or in contemplation of providing a Service, will be maintained as confidential and will not be disclosed by Bank to any other person or entity except when: (a) necessary to provide Customer with the Service, including, but not limited to, disclosure to Bank's vendors, Bank Third-Party Providers and Bank's Affiliates; (b) as required or authorized by Law and/or (c) disclosed with Customer permission or pursuant to Customer's instruction to Bank, including, without limitation pursuant to a request that conforms to the authentication requirements in the Security Procedure. Bank will comply with its current data privacy policy and the federal Gramm Leach Bliley Act with respect to information obtained under this Master Agreement. Bank has established and will maintain a written information security plan ("**Information Security Plan**") in compliance with the Gramm Leach Bliley Act. Bank's Information Security Plan shall be designed to (a) ensure the security, integrity and confidentiality of information relating to the Designated Account; (b) protect against any anticipated threats or hazards to the security or integrity of such information; and (c) protect against unauthorized access to or use of such information. Customer agrees to report any data breach as defined in applicable Legal Requirements to Bank as soon as possible.

2. **Third-Party Information**. While providing Customer with a Service, if Bank gives Customer Third-Party Information or access to Third-Party Information in error, Customer agrees to notify Bank of Customer's receipt of the Third-Party Information or access to such Third-Party Information. Customer agrees to keep the Third-Party Information confidential, not use it for any purpose or disclose it to anyone, and return it to Bank at Bank's expense or destroy it at Bank's request.

3. **Bank's Proprietary Property and Confidential Information**. Bank's Proprietary Property and Confidential Information has great commercial value to Bank and Bank Third-Party Providers. Customer agrees to keep such Proprietary Property and Confidential Information confidential except to the extent that disclosure is required by Law or if Bank agrees in writing to Customer's disclosure. If Customer is required by Law to disclose Bank's Proprietary Property or Confidential Information, Customer must notify Bank as soon as possible before making the disclosure unless Customer is prohibited by Law from doing so.

4. **HIPAA Compliance**. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA, including keeping, safeguarding and using Protected Health Information ("**PHI**") electronic Protected Health Information ("**ePHI**"), which shall have the meanings provided at 45 C.F.R. 160.103, as required by HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement (as defined by HIPAA) prior to or commensurate with the date upon which Bank provides a Service subject to HIPAA.

5. **PCI Compliance**. To the extent the Payment Card Industry Data Security Standard ("**PCI DSS**") may apply, Customer agrees to take all necessary steps to comply with the PCI DSS which is an information security standard for organizations that handle branded cards from the major card schemes. PCI DSS is mandated by the card brands but administered by the Payment Card Industry Security Standards Council. The standard was created to increase controls around cardholder data to reduce credit card fraud.

J. WARRANTIES, REPRESENTATIONS AND ERRORS.

1. **Representations Regarding Contract Authority, Information Provided and Compliance with Laws.**

(a) Mutual Representations. Each party represents and warrants to the other party that:

(i) The execution, delivery and performance of the Master Agreement, Implementation Agreement and Separate Agreement(s), as applicable, are within its powers, have been duly authorized by all necessary action and do not contravene an applicable bylaw, charter law or contractual restriction;

(ii) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance of the Master Agreement, Implementation Agreement and Separate Agreement(s), as applicable; and

(iii) the Master Agreement, Implementation Agreement and Separate Agreement(s), as applicable shall constitute a legal, valid and binding obligation and is enforceable in accordance with the terms contained herein.

(b) Customer Representations. Customer represents and warrants to Bank that:

(i) all data and funds transfer requests initiated by Customer, whether by wire, ACH, RTP or otherwise, comply with all applicable Legal Requirements and do not include transmitting funds to, from, or on behalf of any person, business or country subject to U.S. sanction or which would in any manner violate applicable Law;

(ii) Customer has not been induced to enter any Service and/or Implementation Agreement based upon any representations or statements (oral or written), which are not expressly set forth in this Master Agreement, the Implementation Agreement and/or any Separate Agreement(s);

(iii) no data, information and/or documentation furnished by or on behalf of Customer in connection with a Service is inaccurate or incomplete in any material respect, nor does it contain any material misstatement of fact as of the date it is dated, or if not dated, the date it is given to Bank; and

(iv) the individual signing the Implementation Agreement on Customer's behalf is duly authorized by Customer.

2. **Disclaimer of Warranties**. Except as otherwise specifically stated in this Master Agreement or in a separate writing signed by Bank (including a Software license agreement, if any), all Software, Services and User Guides are provided "**as is**" and Bank makes no representations or warranties, express or implied, in law or in fact including, but not limited to, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other party, person or entity. Bank makes no representations or warranties, nor shall Bank nor Bank Third-Party Providers have any liability, with respect to third-party products.

3. **Errors**. Customer acknowledges that it is not possible for the Services to be free of operator, program or equipment error and that errors in processing and compiling account data may occasionally occur, requiring adjustments. As such, Customer agrees to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Notwithstanding the foregoing:

(a) If the Service required Bank to provide Customer with a report and Customer notified Bank within thirty (30) days of receiving the report that it is not accurate, Bank may: (i) reimburse Customer the Fees Customer paid for the report; or (ii) when Bank, in its sole discretion, determines it feasible to do so, correct the report and submit it to Customer. For clarification, a Designated Account statement is not a "**report**" for purposes of this ***Section I.J.3(a)***.

(b) If Customer and the majority of customers using an internet-based Service are unable to access the Service during its regular operational hours for twenty-four (24) consecutive hours, Bank will give Customer credit, or reimburse Customer, for the Fees Customer paid in advance for the Service on a pro-rata basis if: (i) this inability was in no part due to any act, omission or failure caused by Customer, Customer's agent or other Customer Third-Party Provider; and (ii) this inability was not due to scheduled maintenance by Bank.

(c) The remedies set forth above in ***Subsections I.J.3(a)*** and ***I.J.3(b)*** constitute Customer's sole remedies, and Bank's sole obligations, in connection with errors or problems with any Service.

K. TERMINATION OF SERVICE; OTHER REMEDIES.

1. **Termination by Customer with or without Cause**. Customer may, at its option and with or without cause, terminate a Service upon discontinuing use of the Service and providing Bank with thirty-one (31) days' prior notice of termination. Customer may give Bank notice in writing or by telephone followed by a fax to the telephone number and fax number provided to Customer for that purpose in the User Guide for the Service.

2. **Termination by Bank.**

(a) Termination without Cause. Bank may, at its option and without cause, terminate this Master Agreement and/or any Service(s) upon giving notice to Customer in any manner Bank determines is most expeditious (e.g., by telephone, fax, email or regular mail). Termination of the Service shall be effective one (1) Business Day after the notice is delivered unless a later date is stated in the notice.

(b) Termination for Cause by Bank. Bank may, at its option, terminate this Master Agreement and/or any Service(s) for cause immediately upon written or oral notice for any of the following reasons:

(i) Customer is in default of any term of this Master Agreement, including, but not limited to, failure to maintain sufficient Available Funds to cover the transactions initiated through the use of a Service, including costs and expenses related to the Service, and Customer has no credit arrangement with Bank to cover the transactions;

(ii) Customer has failed to timely pay in full the Fees and Charges for any Service; or Customer is in default of the Deposit Contract, a loan or credit arrangement or other agreement with Bank and Customer has not cured the default within the applicable cure period, if any;

(iii) Bank determines that Customer or Customer Third-Party Provider does not meet Bank's qualification requirements for the applicable Service(s);

(iv) Customer ceases conducting business in the normal course, admits to insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization;

(v) Bank determines in its reasonable judgment that Customer has experienced a material adverse change in its financial condition or its ability to perform its obligations under this Master Agreement, Implementation Agreement and/or Separate Agreement;

(vi) Customer engages in an activity that Bank views in its reasonable judgment exposes Bank to a potential of negative impact on, or damage to, Bank's commercial reputation;

(vii) Customer is not the surviving successor in interest in a merger or acquisition or Customer acquires an entity that Bank determines is a competitor; and/or

(viii) Bank, in its sole discretion determines that a Service must be terminated due to a compromise, unauthorized access or other security breach;

(ix) Customer is in violation of Legal Requirements;

(x) Bank has been ordered by a regulator or court of law to discontinue providing the particular Service to Customer;

(xi) Bank's contract with a Third-Party Service Provider that is necessary for the performance of a Service is terminated; and/or

(xii) Customer has twelve (12) months or more of continuous inactivity and/or lack of access to Services.

(c) Termination Without Notice by Bank. Bank may terminate the applicable Services without notice in the event that (i) Customer's Designated Account(s) associated with the Service is/are closed; and/or (ii) Customer does not maintain at least one (1) deposit account at Bank.

3. **Rights and Obligations Following Termination**. Upon the termination of any Service:

(a) the rights and responsibilities of the Parties shall continue through any applicable settlement period, including Customer's responsibility to pay for the Service with respect to transactions processed prior to the effective date of termination and any other obligation that is owed regardless of the termination;

(b) Customer shall remove any Software provided by Bank from the systems on which it was installed and return to Bank any Software, related documentation and any other Bank property provided by Bank, or, if applicable, physically destroy the Software and related documentation and all copies, and provide Bank with a written certification from one of Customer's senior officers certifying the destruction and/or removal of such Software and related documents, upon request; and

(c) all Fees and Charges for Services rendered are immediately due and payable. Termination by Customer within six (6) months of implementation of any Service may result in an early termination Fee assessed by Bank to Customer. Termination by Customer of any Service without thirty-one (31) days' notice to Bank may also result in a Fee assessed by Bank to Customer. Early termination Fees are set forth in the Fee Schedule.

4. **Other Remedies**. If any of the events set forth in ***Section I(K)(2)(b)*** above shall have occurred, then, in addition to Bank's right to terminate this Master Agreement and/or any Service(s) as set forth in ***Section I(K)(2)(b)*** above, Bank may take any or all of the following actions, by notice to the Customer, at the same or different times:

(a) Suspend the provision of any Service to Customer until the cause for suspension has been cured, as determined by Bank in its sole discretion.

(b) Modify the terms of any Service;

(c) Require pre-funding of any transactions;

(d) Reduce any ACH credit limit or other limit applicable to a Service; and

(e) Exercise all rights and remedies available to it under this Agreement and applicable Laws.

Bank's exercise of any one or more of such remedies and/or continuance of any Service under this Agreement after the occurrence of any of the events set forth in ***Section I(K)(2)(b)*** above shall not constitute a waiver by Bank of its right to terminate this Agreement and/or any Service as set forth in ***Section I(K)(2)(b)*** above.

L. LIABILITY.

1. **Limitations of Liability**. Customer acknowledges that Bank has established the Fees for each Service in contemplation of the limitations on liability described in this Master Agreement. Except as stated otherwise in this Master Agreement, or as the Law may otherwise require, liability and the limitations on liability in regard to a Service, Software and this Master Agreement shall be as follows:

(a) Neither Bank nor Customer will be liable to the other for any consequential, special, punitive, incidental, exemplary, indirect loss or damage incurred or suffered in connection with any Service or Software, the Implementation Agreement or any Separate Agreement, including, but not limited to, lost revenues, lost profits, loss of business or loss or damage, regardless of knowledge that such loss or damage might be incurred.

(b) Banks' liability, if any, to Customer relating to any Service, Software, the Implementation Agreement and/or any Separate Agreement shall be limited, to the maximum extent permitted by Law, exclusively to actual, foreseeable and provable damages Customer suffered arising directly from Bank's gross negligence or willful misconduct. If Bank has liability to Customer, such liability to Customer shall not exceed: (i) the amount of the Fees for the Service in connection with which Bank's liability arose for the twelve (12) month period prior to the events giving rise to the liability; or (ii) in the event that Customer does not pay Fees for the Service in connection with which Bank's liability arose, then $100.

(c) Without limiting the generality of the foregoing provisions, neither Bank nor Customer shall be liable for breach of this Master Agreement or acting, failing to act or delay in acting if such breach, act, failure or delay was due to acts, omissions, events and/or circumstances outside of that party's reasonable control, including, but not limited to, any legal constraint (excluding constraint resulting from criminal conviction), interruption of transmission or communication facilities not controlled by the party failing to perform, equipment failure not caused by the gross negligence or willful misconduct of the party failing to perform, strike, lockout or other labor disturbance, war, emergency conditions, earthquake, fire, flood, acts of God, government action, regulatory action or circumstances beyond their reasonable control.

(d) Under no circumstances shall Bank be responsible for any act or omission of Customer or any other person or entity.

(e) For purposes of this ***Section I.L.1***, all references to "Bank" shall mean Bank and/or all Bank Third-Party Providers.

2. **Time for Bringing Claims**. Any claim, action, suit or proceeding for damages arising out of or in connection with any Service or this Master Agreement must be brought within the one (1) year from the time the act or omission giving rise to the claim was known or should have been known. However, if the Designated Account is opened or deemed opened in Texas, the applicable limitations period will be two (2) years and one (1) day. Notwithstanding the foregoing, this time period shall not apply to any act or omission involving fraud by the party against whom the claim is being brought.

3. **Notification of Claims**. Customer agrees to immediately notify Bank of any claim by Customer, or any claim that is made to Customer by a third party, where an act or omission by Bank in connection with any Service has caused Customer or such third party to sustain any damages.

4. **Indemnification**. Customer shall Indemnify Bank in connection with: (a) Bank's providing of the Service(s) to Customer, in compliance with this Master Agreement and any applicable Implementation Agreement and/or Separate Agreement; (b) Customer's failure to comply with applicable Legal Requirements; (c) Customer's breach of any provision of this Master Agreement, including, but not limited to, any of the representations or warranties made by Customer in this Master Agreement; (d) any third-party claim that a Customer instruction or other Customer communication contravenes or compromises the rights, title or interest of any third party and/or contravenes any Legal Requirements, court order or other mandate or prohibition with the force or effect of Law, except to the extent the claim arises out of Bank's failure to exercise ordinary care, failure to act in good faith or failure to act in accordance with Customer's instruction or other communication; and/or (e) the tardiness, inaccuracy, incompleteness, content and/or inappropriateness of any data, information, documentation and/or instruction received from or on behalf of Customer.

5. **Cooperation in Loss Recovery Efforts**. In the event of any Losses for which either party may be liable to the other with respect to a Service, each party will undertake reasonable efforts to limit the amount of Losses to itself and to the other party, including but not limited to, undertaking reasonable efforts to cooperate with each other (as permitted by applicable Law) in performing Loss recovery efforts and aiding in the pursuit or defense of a claim against a third party.

M. NOTICES AND GENERAL COMMUNICATIONS.

Except as specifically addressed elsewhere in this Master Agreement, notices and general communications shall be given as follows:

1. **Notices to Bank**. Notices to Bank must be in writing and Customer must send them to Bank in the manner and to the street address, electronic address, or fax number set forth in the User Guide(s) for the Service.

2. **Notices to Customer**. Notices to Customer must be in writing and Bank may send them to Customer at the street address, electronic address, phone number or fax number that Customer provided to Bank for implementation of the Service or any other Service Bank provides to Customer, or the address that Bank has on record where Bank sends statements for any of Customer's Designated Accounts. In order to receive all Bank notices to Customer, it is Customer's sole duty to ensure that its profile on Comerica Business Connect™ contains the Customer's most recent street address, electronic address, phone number and fax number and that Customer promptly notifies Bank in writing of any changes to this information.

3. **Effective Time**. Notices are deemed given when mailed, emailed, or faxed to the correct street address, electronic address or fax number provided by the party intended to receive the notice.

4. **General Communications**. General communications that are not amendments to, or notices of termination of, any Service under this Master Agreement may be given by telephone, mail, email and electronic banner messages to Users of internet-based Services.

5. **Instructions**. Customer is responsible for the timeliness, accuracy, completeness, content and/or appropriateness of every instruction transmitted or otherwise communicated to Bank by or on behalf of Customer.

6. **Reliance**. Each party is entitled to rely on notices, instructions and communications received in writing, by electronic means or telephone from a person the recipient reasonably and in good faith believes is an authorized representative of the other party to give the type of notice, instruction or communication received. This right applies to oral notices, instructions and communications whether or not there is independent verification of the actual identity or authority of the person giving the oral notice, instruction or communication. Either party may request that an oral notice, instruction or communication be confirmed in writing, but failure to receive the confirmation will not invalidate the oral notice, instruction or communication. Bank has established procedures for receiving and acting upon oral notices, instructions and communications from its customers. Such procedures were established to ensure consistency in the interpretation of oral notices, instructions and communications from its customers and to ensure Bank provides consistent Services across its customer base. As a result, Bank's understanding and records of oral notices, instructions and communications from Customer shall be conclusive evidence of the actual notice, instruction or communication given, unless evidence to the contrary is presented.

N. GOVERNING LAW, JURISDICTION AND VENUE; REFERENCE PROCEEDING.

1. **Governing Law, Jurisdiction and Venue**. This Master Agreement, Implementation Agreement and/or Separate Agreement and each Service is governed and construed by applicable federal laws and regulations, and where not in conflict with federal law, the laws of the state where the Designated Account is opened or deemed opened, without regard to conflict of law principles. Any litigation arising out of this Master Agreement, Implementation Agreement and/or Separate Agreement shall be brought in a court of competent jurisdiction in the state whose law applies.

2. **Reference Proceeding**. This ***Section I.N.2*** applies only to Designated Accounts opened or deemed opened in the State of California. If the Designated Account is opened or deemed opened in the State of California, any controversy, dispute or claim regarding the Designated Account, the applicable Service and/or this Master Agreement shall be resolved by a reference proceeding in accordance with the provisions of Sections 638, et. seq. of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any such controversy, dispute or claim, including whether the dispute is subject to the reference proceeding. The referee in the reference proceeding: (a) shall hear and determine all issues, including but not limited to discovery disputes; (b) is empowered to enter equitable and legal relief, rule on any motion otherwise permissible under the California Code of Civil Procedure; and (c) may issue a decision disposing of all claims which shall be entered by the court as a final, binding and conclusive judgment, subject to appeal. A judicial reference proceeding is a trial decided by a court-appointed referee and not by a jury. Customer understands that without this agreement to submit controversies, disputes and claims for resolution by a reference proceeding, Customer may have a right to a jury trial on such matters, but Customer nevertheless agrees voluntarily to waive that right. Customer agrees that it has brought this provision to the attention of its legal counsel or has had the opportunity to do so.

O. MISCELLANEOUS TERMS.

1. **Conflicting Terms.**

(a) Entire Agreement. This Master Agreement (including any User Guides, Fee Schedules, the Implementation Agreement and any applicable Separate Agreement(s) represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written representations, agreements, or other communications, relating to the subject matter of this Master Agreement. The provisions of the various documents that make up the treasury management relationship between Bank and Customer shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. However, in the event of a conflict among the agreement documents, the agreement documents will have the following order of precedence as to a Service, unless and only to the extent expressly provided to the contrary elsewhere: (i) this Master Agreement; (ii) the Implementation Agreement; (iii) a Separate Agreement(s), including addenda thereto; (iv) the User Guide(s); and (v) the Fee Schedule for the Service. The most recent Implementation Agreement and/or a Separate Agreement(s) for a Service which is signed or provided to Customer supersedes all prior agreements for the Service.

(b) Other Agreements. Customer and Bank will enter into the Implementation Agreement and may enter into other Separate Agreements in connection with the Services. Except as otherwise specified in a Separate Agreement, in the event of a conflict between this Master Agreement and such other agreements, the following terms shall apply:

(i) If the terms of this Master Agreement conflict with the terms of the Deposit Contract, the conflicting term in this Master Agreement shall prevail, but only to the extent of the conflict and only as to the applicable Service.

(ii) If the Service requires the use of Software, the terms of each Software license agreement that Bank provides to Customer shall supersede any conflicting terms regarding the Software and its use that are contained in this Master Agreement, if any.

(iii) If the Service requires Customer to enter into any other Separate Agreement, the conflicting terms in this Master Agreement shall prevail, but only to the extent of the conflict.

2. **Severability**. To the extent possible, each provision of this Master Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to

the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Master Agreement.

3. **Waiver**. A waiver by either Bank or Customer of any term or provision in this Master Agreement shall not be construed as a waiver of such term or provision at any other time or in any other document.

4. **Assignment**. Customer may not assign or transfer Customer's rights or obligations under this Master Agreement without Bank's prior written consent. Bank will give Customer thirty (30) days prior notice if by contract Bank assigns Bank's rights and obligations under this Master Agreement to a third party who is not Bank's Affiliate. Such notice is not required if the assignment is a result of operation of law due to merger or acquisition if Bank is not the surviving entity/successor.

5. **No Third-Party Beneficiaries**. No other person or entity shall be deemed to be a third-party beneficiary of this Master Agreement.

6. **Headings**. The section headings in this Master Agreement are intended to be for reference purposes only, and shall in no way modify or restrict any of the terms or provisions of this Master Agreement.

7. **Liability for Attorney Fees and Court Costs**. Except as otherwise expressly provided in this Master Agreement, neither party shall be liable to the other for any attorney fees or court costs related to a claim brought in regard to a Service, Software or under this Master Agreement.

8. **Electronic Signature**. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Implementation Agreement, any applicable Separate Agreement(s) and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Master Agreement, the Implementation Agreement and any applicable Separate Agreement(s), any other document necessary for the consummation of the transaction contemplated by this Master Agreement, the Implementation Agreement and any applicable Separate Agreement(s) may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

P. JURY TRIAL WAIVER. CUSTOMER AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. CUSTOMER AND BANK, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF CONTROVERSY, DISPUTE, CLAIM OR LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MASTER AGREEMENT, THE DESIGNATED ACCOUNT, THE SERVICES, THE IMPLEMENTATION AGREEMENT AND/OR ANY SEPARATE AGREEMENT.

Section II: **Provisions Applicable to Specific Services.**

By signing an Implementation Agreement with any of the following Services selected or by using any of the following Services, Customer agrees to the terms and conditions for each such Service as set forth below.

Access Methods. Some Services require an Access Method to use the Service. Instructions for accessing the Access Method and the Service are more fully described in the User Guides for the Access Method and the Service. By using a Service that requires an Access Method, Customer agrees to the Service Terms for the Access Method that Customer uses to access the Service and such Service Terms for the Access Method are automatically incorporated into and made a part of the Service Terms for the selected Service.

Alerts. Some Services allow Customer to elect to receive electronic notifications ("**Alerts**") as an optional feature. All Alerts are subject to the Service Terms for the Treasury Alerts Service and the applicable fees set forth in the Fee Schedule. Customer must select the Treasury Alerts Service in the Implementation Agreement to receive Alerts. The types of electronic notifications that a Customer will receive will be mutually agreed to by Bank and Customer.

A. ACCESS METHODS

1. **Comerica Business Connect™ Service.** Comerica Business Connect™ Service is an online portal that provides customers with secure access to their internet based services.

(a) Services Available Through Comerica Business Connect™. Comerica Business Connect™ is an Access Method. Customer will only be able to use Comerica Business Connect™ to access the Services available through Comerica Business Connect™ for which Customer has executed an Implementation Agreement and/or Separate Agreement as required by Bank.

(b) Authorization to Store, Process, Transmit and Make Available. Bank is authorized to store, process, transmit and make available through Bank's agencies and systems, third-party financial institutions and through Third-Party Providers, information regarding accounts and transactions designated by Customer in connection with a Service.

(c) Service Availability and Maintenance. Comerica Business Connect™ and Services accessible through Comerica Business Connect™ will generally be available during the hours described in the User Guides and online screen instructions for Comerica Business Connect™ and the applicable Service. Notwithstanding any provisions in this Master Agreement to the contrary, Bank reserves the right to change the hours without prior notice. Bank does not guarantee that access will be available at all times during the published hours. Access may be interrupted due to scheduled or unscheduled maintenance, or unforeseen circumstances. If Bank deems practical, Bank will provide advance notice on Comerica Business Connect™ of scheduled maintenance.

(d) Next Business Day. Customer understands and agrees that certain information and transactions are not processed by Bank until after the close of the Business Day and therefore such information and transactions may not be reported until the next Business Day.

(e) Accuracy of Customer Information. Only Customer's designated User(s) for a Service will have the ability to transmit information to Bank using that Service. Customer represents and warrants that all information provided to Bank by its designated Users will be accurate and complete. Customer accepts full responsibility for the accuracy of all such information.

(f) Use Limitations. Customer represents and warrants to Bank that Customer: (i) will use Comerica Business Connect™ solely to conduct Customer's business; and (ii) will limit access to Comerica Business Connect™ to those Customer employees who require access to perform their jobs. Any orders, instructions or other communications received by Bank via Comerica Business Connect™, using the Security Procedures applicable to Comerica Business Connect™, will be deemed by Bank as received from Customer.

(g) Limitation of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, the following limitations apply. Customer agrees that Bank and Third-Party Providers will not be liable for any Losses arising, directly or indirectly, in whole or in part, from any:

(i) inaccurate or incomplete data in the input of an order, instruction or other communication by Customer, or Customer's failure to format any such order, instruction or communication as required by Bank;

(ii) failure by Customer to obtain a confirmation or rejection of an order or instruction;

(iii) cancellation or attempted cancellation by Customer of an order or instruction;

(iv) errors or omissions resulting from Bank's conversion of an order or instruction received from Customer or any Third-Party Provider;

(v) inaccurate or incomplete information received from Customer, another financial institution, or a Third-Party Provider;

(vi) temporary interruptions in Bank's or any other entity's information systems;

(vii) inability to access Comerica Business Connect™, or a Service accessible through Comerica Business Connect™, through the use of the internet or other communications delivery systems; or

(viii) unauthorized use of Comerica Business Connect™, or a Service accessible through Comerica Business Connect™, by Customer or its officers, employees, agents, or third-parties.

2. **Comerica Treasury Payments®.** Comerica Treasury Payments® is an online application that provides Internet-based tools allowing customers access to various services.

(a) Services Available Through Comerica Treasury Payments®. Comerica Treasury Payments® is an Access Method. Customer will only be able to use Comerica Treasury Payments® to access the Services available through Comerica Treasury Payments® for which Customer and Bank have signed an Implementation Agreement and/or Separate Agreement.

(b) Access. Access to Comerica Treasury Payments® is through Comerica Business Connect™. By using Comerica Treasury Payments®, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for Comerica Treasury Payments® by this reference.

(c) Use Limitations. Customer represents and warrants to Bank that Customer: (a) will use Comerica Treasury Payments® solely to conduct Customer's business; and (b) will limit access to Comerica Treasury Payments® to those Customer employees who require access to perform their jobs. Customer is responsible for providing instructions to Bank, other financial institutions and any Third-Party Provider who will input account information into Comerica Treasury Payments® or process orders or instructions. Any orders, instructions, or other communications received by Bank via Comerica Treasury Payments®, using the Security Procedures applicable to Comerica Treasury Payments®, will be deemed by Bank as received from Customer.

(d) Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***, the following limitations apply. Customer agrees that Bank and Bank Third-Party Providers will not be liable for any Losses arising, directly or indirectly, in whole or in part, from any:

(i) inability to access Comerica Treasury Payments®, or a Service accessible through Comerica Treasury Payments®, through the use of the internet or other communications delivery systems; or

(ii) unauthorized use of Comerica Treasury Payments®, or a Service accessible through Comerica Treasury Payments®, by Customer or its officers, employees, agents, or third parties.

3. **Comerica Treasury Mobile®.** Comerica Treasury Mobile® ("**Treasury Mobile**") is a mobile application that provides customers with access to their internet-based treasury management services via mobile devices.

(a) Services Available Through Treasury Mobile. Treasury Mobile is an Access Method. Not all Services are available through Treasury Mobile. If a Service is available through Treasury Mobile, Customer will only be able to use Treasury Mobile to access that Service if: (a) Customer receives the Service from Bank through Comerica Business Connect™; (b) Customer has signed an Implementation Agreement and/or Separate Agreement accepting the Service Terms for the Service; and (c) Customer elects to access the Service through Treasury Mobile.

(b) Access.

(i) **Instructions**. Instructions for accessing Treasury Mobile are more fully described in the applicable User Guides for Treasury Mobile, including the Comerica Business Connect™ User Guide and the Comerica Business Connect™ Customer Administration Tool User Guide.

(ii) **Mobile Users**. Customer shall designate to Bank, in the manner described in the applicable User Guide, Implementation Documents and/or online screens, individuals to be given access to Treasury Mobile (each such individual is a "**Mobile User**") and each Designated Account and Service to be accessed by Mobile Users through Treasury Mobile. All Mobile Users must be Users of Comerica Business Connect™. If Bank, in its discretion, approves Customer's use of Treasury Mobile, Mobile Users will be able to access Treasury Mobile using their Codes for Comerica Business Connect™. Mobile Users must agree to additional terms and conditions to be granted access to Treasury Mobile. Customer has sole responsibility for each Mobile User's use of Treasury Mobile. Any orders, instructions or other communications received by Bank via Treasury Mobile, using the Security Procedures applicable to Treasury Mobile, will be deemed by Bank as received from Customer. Customer may disable a Mobile User from access to Treasury Mobile in the manner described in the applicable User Guide, Implementation Documents and/or online screens.

(iii) **User's Access Limitations**. A Mobile User must have Customer's permission to access a Designated Account, Service and/or function through Comerica Business Connect™ in order to be permitted access to such Designated Account, Service and/or function through Treasury Mobile. In addition, the extent of a Mobile User's access to Designated Accounts, Services and functions cannot exceed the extent of such Mobile User's access to Designated Accounts, Services and functions through Comerica Business Connect™.

(iv) **General Access Limitations**. Not all Services, products, features or functions that are accessible to Customer or to a User through Comerica Business Connect™ will be available to Customer or to a Mobile User through Treasury Mobile. In addition, the type and quantity of information accessible through a Service via Treasury Mobile may differ from the type and quantity of information accessible through a Service via Comerica Business Connect™.

(c) Mobile Devices.

(i) **Compatibility**. Treasury Mobile is not available on all mobile devices. It is Customer's responsibility to communicate to Mobile Users the types of mobile devices that are compatible with Treasury Mobile. Bank shall have no responsibility or liability for any issues relating to the operation, performance and/or Charges associated with Mobile Users' mobile devices.

(ii) **Loss or Theft**. If a mobile device used to access Treasury Mobile has been lost, stolen or compromised in any manner, Customer shall immediately notify Bank's Treasury Management Relationship Services at the phone number set forth in the Customer Administration Tool User Guide and immediately disable the applicable Mobile User's access to Treasury Mobile as further described in the applicable User Guide(s).

(d) Service Availability and Maintenance.

(i) The availability of a Service accessible through Treasury Mobile will be subject to the availability of that Service as stated in the User Guide(s) and screen instructions for the applicable Service.

(ii) Treasury Mobile and/or Software may not be available, or may be delayed or impacted, at any time for any reason outside of Bank's reasonable control (such as, but not limited to, telecommunication failure, fire, flood, or interference from an outside force) or that of any Bank Third-Party Service Provider. Bank shall not be liable for any claim, loss or damage arising from or related to Treasury Mobile caused by or arising out of any such unavailability or delay or any non-delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Treasury Mobile.

(e) Accuracy of Customer Information. Only authorized Mobile Users for a Service will have the ability to transmit or view information through Treasury Mobile using that Service. Customer represents and warrants that all information provided to Bank by its designated Mobile Users will be accurate and complete. Customer accepts full responsibility for the accuracy of all such information.

(f) Verification of Transaction Status. Customer shall have sole responsibility for verifying that any payment order, payment approval, template, deposit and/or other transaction a Mobile User requests ("**Mobile Request**") using Treasury Mobile has been received, executed and/or otherwise processed by Bank. Customer can verify the status of a Mobile Request on a computer through the applicable Service within Comerica Business Connect™ or on a mobile device through Treasury Mobile. If a transaction status does not reflect that Bank has received, executed and/or otherwise processed a Mobile Request, as applicable, Customer shall contact Bank for assistance with correcting and/or completing the Mobile Request. Bank shall not be liable for failing to execute a payment order or for otherwise failing to process any other type of Mobile Request when the status of such Mobile Request did not reflect that it had been received, executed and otherwise processed by Bank, as applicable.

(g) Use Limitations. Customer represents and warrants to Bank that Customer and each Mobile User: (a) will use Treasury Mobile solely to conduct Customer's business; and (b) will limit access to Treasury Mobile to those Customer employees who require access to perform their jobs.

(h) Communications Service Provider Charges. Customer's and/or a Mobile User's communications service provider for Customer's and/or a Mobile User's mobile device may impose extra Charges in order to make such mobile device data-capable and to exchange data between Customer's mobile device and Treasury Mobile. Bank is not responsible for any Charges imposed by any communications service provider.

(i) Updates. From time to time, Bank may revise or update Treasury Mobile, Software and/or related material, which may render all prior versions obsolete. If required or requested by Bank, Customer agrees to require Mobile Users to download updated Software in order to continue using Treasury Mobile.

(j) Notices. Customer agrees to receive notifications related to Treasury Mobile by electronic or paper means at Bank's discretion. Bank may rely on the email address and/or postal address Customer provides to Bank for sending notifications. Customer is deemed to have received the notification on the day Bank sends the notification to the email address or postal address provided, as applicable. It is Customer's responsibility to: (a) update, change or delete any email address(es), postal address(es) or other contact information Customer has provided to Bank in the online administration tool available to Customer's Administrator through Comerica Business Connect™ ("**Customer Administration Tool**"); (b) ensure that any of Customer's internal email delivery restrictions support receipt of Bank's notifications; and (c) to review notifications in a timely manner. Only Customer's Administrator(s) may update Mobile User information in the Customer Administration Tool.

(k) Disclaimer of Warranties. For clarification, the disclaimer of warranties in ***Section I.J.2. of this Master Agreement***, extends to Treasury Mobile. Bank does not warrant: (a) against interference with Mobile Users' use of Treasury Mobile; (b) that the functions contained in, or Services performed or provided by or through, Treasury Mobile, will meet Mobile Users' and/or Customer's requirements; (c) that the operation of Treasury Mobile will be uninterrupted or error-free; (d) that defects in Treasury Mobile will be corrected; or (e) that Mobile Users' mobile devices will not be damaged by Treasury Mobile.

(l) Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, the following limitations apply. Customer agrees that Bank and Bank's Third-Party Providers will not be liable for any loss or damage arising, directly or indirectly, in whole or in part, from any:

(i) inability to access Treasury Mobile, or a Service accessible though Treasury Mobile, through the use of a mobile device or any communications delivery systems; or

(ii) unauthorized use of Treasury Mobile, or a Service accessible though Treasury Mobile, by Customer, a Mobile User, or any officer, employee, agent or third party.

B. ANALYTICS AND INFORMATION MANAGEMENT SERVICES

1. **Adjustment Reporting Service.** Comerica's Adjustment Reporting Service ("**Adjustment Reporting Service**") through Comerica Business Connect™ is an electronic service that allows Image Cash Letter Deposit Service customers to access daily adjustment information for each adjustment to a check charged against the customers' designated accounts.

(a) Access. The Adjustment Reporting Service is accessible through Comerica Business Connect™. By using the Adjustment Reporting Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for the Adjustment Reporting Service by this reference.

(b) Image Deposit Service. The Adjustment Reporting Service is also subject to the terms of Image Services and Cash Letter Deposit Services as set forth in this Master Agreement. By using the Adjustment Reporting Service, Customer also agrees to the Service Terms for Image Services and Cash Letter Deposit Services, which are incorporated into the Service Terms for the Adjustment Reporting Service by this reference.

2. **Comerica Integrated Cash Position Manager® Service.** Comerica Integrated Cash Position Manager® Service ("**ICPM Service**") provides customers access to information related to their Comerica bank accounts and other Comerica Treasury Management Services such as balance reporting, account transfer, ACH initiation and wire transfer initiation.

(a) Access. Customer will access the ICPM Service through Comerica Business Connect™. By using the ICPM Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into and made a part of the Service Terms for the ICPM Service by this reference.

(b) ICPM Service Generally.

(i) **Data from Comerica Treasury Information Reporting® Service**. Data from Designated Account balances and transaction information from other Services Customer obtains from Bank is populated from Comerica Treasury Information Reporting® Service. By using the ICPM Service, Customer agrees to the Service Terms for the Comerica Treasury Information Reporting Service® and each other Service used in connection with the ICPM Service. All such Service Terms are incorporated into and made a part of the Service Terms for the ICPM Service by this reference.

(ii) **Data from Other Sources**. Customer may also add its own data and information to the ICPM Service worksheets.

(c) Information About Non-Deposit Accounts At Bank. Information about accounts other than Customers' deposit accounts at Bank, (e.g. loan accounts at Bank and bank accounts at other financial institutions) may be accessible through the ICPM Service, subject to other applicable Service Terms and Separate Agreement(s).

(d) Standard Worksheets. Bank provides standard worksheet templates for use with the ICPM Service. In addition, Customer may design worksheets to meet its specific business needs and/or import existing spreadsheet formats, adding definitions to ensure standardized reporting.

(e) Custom Worksheets. As an ICPM Service option and subject to additional Fees, Customer may engage Bank to (i) provide consulting services to assist the Customer to create custom worksheet templates ("**Custom Worksheets**") for use with the ICPM Service ("**ICPM Consulting Service**") or (ii) create Custom Worksheets for Customer ("**Programming Services**"). If Customer requests Custom Worksheet Services, Customer agrees to the following terms and conditions for the applicable services:

(i) **Consulting Services**. ICPM Consulting Services are provided on an hourly basis at the hourly rate set forth in the Fee Schedule. Customer and Bank shall agree in writing (email acceptable) on the number of ICPM Consulting Services hours to be provided to Customer.

(ii) **Programming Services**.

(A) *Specifications*. Customer and Bank shall agree in writing (email acceptable) regarding the following: the number of Custom Worksheets to be created by Bank, the specifications for each Custom Worksheet, and the form of Custom Worksheets (collectively, the "**Specifications**"). Bank will advise the Customer of the estimated development time, delivery timeframe and development costs for the Custom Worksheets. Bank will contact Customer for written approval (email acceptable) if the actual development time, delivery timeframe and development cost are expected to exceed the estimates provided. The Parties intend that the Custom Worksheets are provided as a Service, as defined under this Master Agreement, and not as products or goods.

(B) *Preparation by Bank*. Bank shall prepare the Custom Worksheets in accordance with the Specifications and provide the Custom Worksheets to Customer for review through the ICPM Service. Bank shall notify the Customer by email when Custom Worksheets are ready for review.

(C) *Review by Customer*. Customer will have fourteen (14) days from the date Bank provides notification that a Customer Worksheet is ready to either accept or reject each Custom Worksheet by responding accordingly to Bank's email notification of the Custom Worksheets' availability for review. Acceptance of the Custom Worksheet shall automatically occur on the fifteenth (15th) day after it is available for review if the Customer does not reject or accept the Custom Worksheet before then.

(D) *Revision and Re-review*. If the Customer rejects the Custom Worksheet before the fifteenth (15th) day, Bank shall contact Customer to review the Specifications and the Customer's reason for rejection. Bank shall, within twenty-one (21) days, either agree that it can cure the defects, or advise Customer that it cannot. If Bank agrees that it can cure the defects, it shall have twenty-one (21) days to cure, re-post Custom Worksheets for acceptance or rejection and notify the Customer of its availability for review. The review period will then begin again as described in ***Section 5.2(c)***. above. If no defects exist, but Customer has determined that it requires modifications to the Specifications, Bank may accept a written (emails acceptable) change order request to the scope of work and advise Customer of any additional charges for the change order and the approximate date it will be available for review, or Bank may reject the request and Customer shall pay the amount owed for the Custom Worksheets previously provided by Bank that met the original scope of work Specifications.

(E) *Termination*. If Customer terminates a request for Custom Worksheets prior to the delivery date of the Custom Worksheets, Customer agrees to pay Bank for work performed.

(f) Reporting Tools. ICPM Service provides several reporting tools that can be used to assist with managing cash positions. Reporting tools are described in the ICPM Service User Guide.

(g) Self-Service Tools Including Security Tools. ICPM Service provides on-line self-service tools that eliminate the need to utilize traditional bank channels to facilitate immediate User set-up. In addition, a tool contained within the ICPM Service, allows Customer's Comerica Business Connect™ Administrator to establish entitlements for each User.

3. **Dealer Access System Service.** Comerica's Dealer Access System Service ("**DAS Service**") is an electronic service that provides dealer customers with daily information regarding their floor plan status and allows them to initiate various types of transactions. The DAS Service enables dealers to obtain balance and transaction information for their accounts twenty-four (24) hours a day, seven (7) days a week. Information is available through the internet. The DAS Service also allows the dealer customers to initiate loan requests, pay off loans on specific vehicles, pay off items (interest, curtailments, fees) billed on the month end statements, make transfers between equity accounts, review the status of requests, and print various reports.

(a) Access. The Dealer Access Service is accessible through Comerica Business Connect™. By using the Dealer Access Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for the Dealer Access Service by this reference.

4. **Funds Transfer Wire Advice Service.** Comerica's Funds Transfer Wire Advice Service ("**Wire Advice Service**") permits customers to receive electronic notifications of completed incoming funds transfers on their designated Comerica accounts.

(a) Access. The Wire Advice Service is accessible through Comerica Treasury File Reporting® Services. To use the Wire Advice Service, Customer must receive Comerica's Reporting Services. By using the Wire Advice Service through Comerica Treasury File Reporting® Services, Customer agrees to the Service Terms for Comerica's Reporting Services, which are incorporated into the Service Terms for the Wire Advice Service by this reference.

(b) Funds Transfer Wire Advice. Bank will provide electronic notifications of completed funds transfers made using the Wire Advice Service via a Bank-defined file format as agreed upon by Customer and Bank.

(c) Limitation of Liability. The Wire Advice Service is provided as a convenience to Customer only. Customer may not in any event rely on the receipt, expected receipt or lack of receipt of any electronic notification under this Wire Advice Service. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***, Bank shall not be liable for: (a) any events arising out of Customer's reliance on the electronic notifications received through this Wire Advice Service; (b) any failure to provide an electronic notification through the Wire Advice Service; (c) any delay in providing an electronic notification through the Wire Advice Service; or (d) the accuracy of an electronic notification provided through the Wire Advice Service.

5. **Image Services.** Comerica's Image Services ("**Image Services**") provide images of checks/deposit tickets, deposited items on designated bank account(s), coupons, invoices and corresponding remittance documents which are delivered to or made available to customers by CD ROM or file transmission. Customers elect the desired combination of these Image Services during service implementation. Specific features of each of these image and delivery options are described in the User Guide for the selected Image Service.

(a) Incompatible Items. Bank may reject any and all items for the Image Services which Bank, in its sole discretion, determines are incompatible for imaging and/or processing for the Image Services.

(b) Billing. Customer agrees that Bank's count of items imaged and/or processed is final for billing and all other purposes.

(c) Image Options. Customer shall make its initial election of items to be imaged during implementation of Image Services. Image options are described in the User Guide(s) for Image Services.

(d) Delivery Options. Customer may select to receive the Image Services by CD ROM, Comerica Business Connect™ or file transmission.

(i) **Images on CD ROM**. If Customer elects to receive images on CD ROM, Customer must use Bank's Image Services Software which Bank will provide to Customer. Bank will generally mail the CD ROM to Customer within fourteen (14) days following the applicable account statement cycle or receipt of all input transmission files through the Account Reconcilement Plan Service. Customer will, within fourteen (14) days from the day Bank mails the CD ROM, examine it and notify Bank of any errors or unreadable images. This duty is in addition to the duty of

Customer to review its paper account statement for the account in a timely manner as set forth in the Deposit Contract.

(ii) **Images via Comerica Business Connect™**. If Customer elects to receive images via Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™ which are incorporated by reference into the Service Terms for Image Services.

(iii) **Images via File Transmission**. Some Image Services require use of Software. If Customer elects to receive images through the file transmission, Customer may be required to use the Image Services Software which Bank provides for viewing the images.

(e) Limitation of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, Bank's liability to Customer for the Image Services shall be limited, at Bank's option, to: (a) refund the Fees paid for unreadable images; (b) reproduce the applicable CD ROM; or (c) reproduce only unreadable images. Customer agrees that Bank will have no liability to Customer if it fails to report any errors or unreadable images within fourteen (14) days of Bank mailing the CD ROM to Customer.

(f) Termination. Notwithstanding any provision to the contrary contained elsewhere in this Master Agreement, in the event Customer or Bank terminates the Image Services, Customer may continue to use the Image Services Software; provided, Bank shall have no obligation and will not provide support, maintenance, upgrades, or enhancements of any kind to Customer.

6. **Incoming Data Exchange Service for Non-Comerica Accounts.** Comerica's Incoming Data Exchange Service for Non-Comerica Accounts ("**Incoming Data Exchange Service**") provides customers with account information related to their non-Comerica accounts.

(a) Access. The Incoming Data Exchange Service is accessible through Comerica Treasury Information Reporting® and Comerica Treasury File Reporting® Services. To use the Incoming Data Exchange Service, Customer must receive Comerica's Reporting Services. By using the Incoming Data Exchange Service through Comerica Treasury Information Reporting® and/or Comerica Treasury File Reporting® Services, Customer agrees to the Service Terms for Comerica's Reporting Services, which are incorporated into the Service Terms for the Incoming Data Exchange Service by this reference.

(b) Incoming Data Exchange Service Generally.

(i) **Accounts**. Customer shall designate in writing one or more Customer bank accounts at other financial institutions ("**Non-Comerica Designated Account**") for use in conjunction with the Incoming Data Exchange Service, and provide the account number for each such Non-Comerica Designated Account. Bank will set up the Incoming Data Exchange Service to allow for use with each Non- Comerica Designated Account that Bank determines is eligible for use with the Incoming Data Exchange Service. The eligibility of a Non- Comerica Designated Account for use with the Incoming Data Exchange Service shall be determined by Bank in its sole discretion. Any changes to the Non-Comerica Designated Account requested by Customer must be sent to Bank in writing.

(ii) **Provision of Information**. Bank will provide Customer with information regarding Customer's Non-Comerica Designated Account on a periodic basis via balance reporting. Bank has no obligation to reformat any such information.

(c) Balance Reporting. The Incoming Data Exchange Service will enable Customer to view prior day and current day reports.

(i) **Prior Day**. Bank will provide information about Customer's Non-Comerica Designated Account from the financial institution's previous business day.

(ii) **Current Day**. Customer may elect to receive information about Customer's Non-Comerica Designated Account as updated by the financial institution throughout its business day.

7. **Loan Management Service.** The Comerica Loan Management Service ("**Loan Management Service**") allows borrowers to request drawdowns in order to obtain advances against certain of Customer's designated commercial credit facilities ("**Designated Loans**") with Comerica, select certain permitted interest rates, and make payments on their Designated Loans via the internet, as well as to obtain history information about the Designated Loans.

(a) Access. The Loan Management Service is accessible through Comerica Business Connect™. By using the Loan Management Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for the Loan Management Service by this reference.

(b) Authorized Representative. Customer authorizes its Administrator to request, in writing, additions and deletions of Designated Accounts and Designated Loans that can be used with this Loan Management Service; provided, however, the decision as to whether a particular commercial credit facility of Customer with Bank may be a Designated Loan, and therefore available for the Loan Management Service, shall be at Bank's sole discretion. Customer represents, warrants and agrees that any person given authority through the use of the Customer's Administrator's log-in credentials to access the Loan Management Service on behalf of Customer shall be authorized to do so.

(c) Loan Documents. Customer acknowledges and agrees that the Designated Loans to which the Loan Management Service relates shall be expressly subject to the terms and conditions of each of the underlying loan documents evidencing, governing, securing or otherwise relating to such Designated Loans (collectively, the "**Loan Documents**"); and Customer agrees to abide by all terms and conditions of the Loan Documents. Any fees imposed as a result of conditions of the underlying Loan Documents are separate and distinct from those Fees and Charges imposed for this Loan Management Service.

(d) Loan Advances, Payments and Rate Options. In addition to the terms and conditions of the applicable Loan Documents, use of the Loan Management Service to request payments, drawdowns/advances, select interest rate options (if applicable) under or in respect of a Designated Loan shall be in accordance with the User Guide for the Loan Management Service. Without limiting the generality of the foregoing, Customer expressly acknowledges and agrees that, subject to the terms and conditions of the applicable Loan Documents, Bank may refuse or decline to make or fund any payment, drawdown or advance under a Designated Loan, notwithstanding any course of conduct or course of dealing.

(e) Loan Payments. Customer is responsible for scheduling payments in a timely manner to ensure full and timely payment is made on its loans, including, without limit, any Designated Loans, in accordance with the Loan Documents. Payments will be applied to Customer's Designated Loans in accordance with the applicable Loan Documents. All payments upon, or in respect of, any Designated Loans are to be against Available Funds. Customer shall remain fully liable and responsible for any amounts remaining unpaid and outstanding under or pursuant to the Loan Documents if the Available Funds are insufficient for the repayment in full of such amounts.

(f) Transaction Timing. Transactions or requests received outside of the hours stated in the User Guide for the Loan Management Service or on Saturdays, Sundays or Bank holidays, will be deemed received by Bank on the next Business Day.

(g) Limitation of Liability. Notwithstanding anything in the Service Terms for the Loan Management Service to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, Bank shall never have liability to Customer for Bank's failure to act on a transaction or request received through the Loan Management Service if Customer does not have sufficient loan availability for a requested drawdown/advance, does not have sufficient Available Funds in the Designated Account for a loan payment, or if any conditions of any of the Loan Documents shall not have been satisfied. Further, Bank shall never have liability for requests that it does not receive or that are incomplete.

(h) Indemnification. Notwithstanding anything in the Service Terms for the Loan Management Services to the contrary, Customer acknowledges and agrees that use of the Loan Management Service shall be for Customer's convenience and all risks involved in the use of such procedure shall be borne by Customer, and Customer expressly agrees to Indemnify Bank therefor, except to the extent of Bank's gross negligence or willful misconduct; provided, however, in no event shall Bank's liability for failing to timely apply payments received through the Loan Management Service exceed the amount of Fees and interest paid/accrued that would not have otherwise accrued had payment been timely applied.

(i) Conflicting Language. To the extent that any provision in the Service Terms for the Loan Management Service conflict with or are inconsistent with any provision set forth in any Loan Document(s), the conflicting provisions in the Loan Document(s) shall govern and control.

8. **Mortgage Warehouse Service.** The Mortgage Warehouse Service provides customers with a database used to track their Comerica mortgage warehouse revolving loan or repurchase facility ("**Facility**"), the mortgage loans funded by the Facility and proceeds from the sale, securitization or other disposition thereof (collectively, "**Collateral**"), and advances and repayments of the Facility; automatically generates end of day reports; and allows customers to:

- Search for records and run reports;
- Submit funding requests, shipping requests and loan payment details;
- Monitor queues for information, status, Collateral and/or monetary transactions that may or may not require further action;
- Add Collateral, advance on their Facility, and enter outgoing wire funding requests via the Collateral Add Import Template;
- Review incoming wires, attach purchase advice(s) to incoming wire's Funding ID, and provide payment detail via the Payment Import Template;
- Authorize funding requests; Attach .pdf files of documents required by Comerica to collateral IDs;
- Provide Collateral shipping instructions, including legal endorsement instructions, via the Shipping Import Template;
- Provide Bank with instructions for the allocation, application, distribution or other disposition of Collateral from time to time; and
- Provide Bank with other instructions related to the administration of the Facility and Collateral.

(a) Definitions.

(i) **Advance Account:** Customer's deposit account at Bank, established for use with the Mortgage Warehouse Service, and used for advances from the Facility and Funding Orders made pursuant to the Service Terms for the Mortgage Warehouse Service. The Advance Account is the default account for Funding Orders.

(ii) **Authorizing Resolution:** The resolutions of the members, board of directors or partners, as applicable, of the Customer certified to Bank which, among other things, authorize one or more Contract Signers, and designate one or more MWS Administrators, which resolutions have been furnished by Customer to Bank, as such resolutions may be updated and/or modified from time to time on written notice to Bank.

(iii) **Contract Signer:** An individual or entity authorized in an Authorizing Resolution to negotiate and procure the Facility from Bank on behalf of the Customer and to execute Loan Documents.

(iv) **Execute**: To carry out a Funding Order to completion. If Bank is also the beneficiary's bank, the term "**Execute**" includes Bank's acceptance of Customer's Funding Order for purposes of the Service Terms for the Mortgage Warehouse Service and of the application of UCC 4A to the transaction.

(v) **Funding Order:** Customer's instruction received and approved by Bank: (a) that is processed through the use of the Mortgage Warehouse Service, and verified in accordance with the Security Procedure; (b) that orders Bank to pay, or causes another institution to pay, a fixed or determinable amount of money to a beneficiary via wire transfer, whether or not the beneficiary is a third party; and (c) for which Bank is to be reimbursed.

(vi) **Funds Transfer:** The series of transactions, beginning with Customer's request for a Funding Order, made for the purpose of making payment to the beneficiary of the Funding Order (including, if applicable, any subsequent action by a party or third party that may result in further action with respect to the Funding Order), through the acceptance of the Funding Order by the beneficiary's bank for the benefit of the beneficiary of the Customer's Funding Order.

(vii) **Funds Transfer Business Day:** Any Business Day, between the hours communicated to Customer by Bank for the Mortgage Warehouse Service.

(viii) **General Operating Account:** Customer's general purpose deposit account at Bank. Uses of the General Operating Account with the Mortgage Warehouse Service include deposit of proceeds from the sale, securitization or other disposition of Collateral (after repaying fundings from the Facility with respect thereto) pursuant to the Loan Documents; debits for amounts owed by Customer to Bank under the Loan Documents; and credits for payments in excess of the amount required or debits for any shortfall in the required repayment amount.

(ix) **Loan Documents:** The underlying documents evidencing, governing, securing or otherwise relating to the Facility of the Customer to which the Mortgage Warehouse Service relates including but not limited to the Authorizing Resolution.

(x) **Mortgage Warehouse Business Support Specialist:** The individual Bank designates as the Customer's contact for day- to-day operational activities and issues related to the Mortgage Warehouse Service.

(xi) **MWS Administrator:** An administrator designated by Customer in an Authorizing Resolution with authority to designate MWS Users and to assign the "Full" or "Full with wire authorization" access authority levels for MWS Users, together with any replacement administrator designated in an Authorizing Resolution furnished by Customer to Bank or designated by a Contract Signer by written notice to Bank.

(xii) **MWS User:** An individual authorized by an MWS Administrator to use the Mortgage Warehouse Service.

(xiii) **Payment Account:** A cash collateral account set up by Bank, for the benefit of the Customer, used primarily for the deposit of proceeds from the sale of mortgage loans pursuant to the Loan Documents.

(xiv) **Relationship Manager:** The individual Bank designates as the Customer's primary contact for management and service of the banking relationship.

(xv) **UCC 4A:** Article 4A or a version of it such as Chapter 4A or Division 11 of the Uniform Commercial Code, as enacted in the state where the Funding Order is received by Bank and where it is paid.

(b) Agreement Documents. The Loan Documents are specifically incorporated by this reference into the Service Terms for the Mortgage Warehouse Service.

(c) Designated Accounts. The Advance Account and General Operating Account are each "Designated Account(s)" as defined in this Master Agreement.

(d) Access to and Administration of the Mortgage Warehouse Service.

(i) Access.

(A) The Mortgage Warehouse Service is accessible through Comerica Business Connect™. By using the Mortgage Warehouse Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for the Mortgage Warehouse Service by this reference.

(B) For purposes of this Mortgage Warehouse Service, the first sentence of ***Section II.A.1(f) of this Master Agreement (in the Comerica Business Connect™ Service Terms)*** is hereby deleted and replaced with the following: "Customer represents and warrants to Bank that Customer: (a) will use Comerica Business Connect™ solely to conduct Customer's business; and (b) will limit access to Comerica Business Connect™ to those Customer employees, contractors and other third-parties who require access to perform their jobs or conduct their business with Customer."

(C) Each MWS User is, by default, a limited user with inquiry access only. To grant "full" or "full with wire authorization" access to each MWS User, the MWS Administrator must send an email to mwbusinessmail@comerica.com, or otherwise notify Bank in accordance with Bank's instructions. MWS Users with "full" access have authority to give instructions to Bank with respect to the Mortgage Warehouse Service, except that "full" access users do not have authority to authorize Funding Orders requested through Comerica Business Connect™. MWS Users with "full with wire authorization" access have authority to give instructions to Bank with respect to the Mortgage Warehouse Service and, in addition, have authority to authorize Funding Orders requested through Comerica Business Connect™.

(e) Interest Reports and Information. Bank may, in its sole discretion, permit MWS Users to have access to functionality within the Mortgage Warehouse Service that allows MWS Users to view information and reports regarding loan level interest calculations on individual mortgages that are part of Collateral ("**Loan Level Interest**"). Customer acknowledges and agrees that the information and reports made available through this functionality are for informational purposes only, are provided by Bank "AS IS", and may be inconsistent with the actual interest billing information maintained and used by Bank through its internal systems. As such, Customer agrees that Bank's records and systems for the determination of interest billing on the Facility will be conclusive and binding upon Customer, even if they differ from the information and reports made available through the Mortgage Warehouse Service, and that Bank shall have no liability or responsibility whatsoever to Customer or any third-party for any such information and/or reports. Bank may, in its sole discretion, discontinue Customer's access to this functionality within the Mortgage Warehouse Service, at any time, with or without notice.

(f) Cutoff Times. Cutoff times for submitting a request for an advance are set forth in the Loan Documents. All other cutoff times for the Mortgage Warehouse Service, including cutoff times for pay-downs and collateral shipment requests, shall be as communicated to Customer by Bank. Requests for transactions, instructions and/or communications received by Bank after its established cutoff deadlines for such transactions, instructions or communications, or that are received on non-Business Days will be treated as received on the next Business Day. Bank may change its cutoff times at any time, provided that Bank will attempt to give prior notice of such change, when possible, unless the Law requires otherwise.

(g) Funding By Wire. The provisions of this ***Section II.B.6(g)*** apply to Funding Orders.

(i) **Authorizations**. Customer authorizes Bank to: (a) process Customer's Funding Orders by any method Bank deems appropriate that is in accordance with the Service Terms for the Mortgage Warehouse Service; and (b) debit Customer's Advance Account in U.S. Dollars for the U.S. Dollar amount indicated in any Funding Order.

(ii) **Execution of Funding Orders**.

(A) **Applicable Rules**. Bank may use any means or routes Bank, in Bank's sole discretion, considers suitable to affect Customer's Funding Order. Any portion of a Funding Order may be accomplished through the Federal Reserve wire transfer network or other methods available to Bank. Each Funding Order carried out through a Funds Transfer system will be governed by the Rules of the applicable system, even if Bank is not a member of the system.

(B) **Execution of Funding Orders**. Bank or Bank's designee may Execute any Funding Order received in Customer's name provided it is authorized by Customer and/or complies with the Security Procedure. Each such authorized and/or compliant Funding Order Bank Executes is enforceable and Customer is liable to Bank for payment of the Funding Order and applicable Fees and Charges.

(iii) **Rejection of Funding Orders**. Bank reserves the right to reject any Funding Order with or without cause and will attempt to provide notice of such rejection on the same Funds Transfer Business Day. Notice of rejection will be effective when available to Customer electronically.

(iv) **Cancellation or Amendment of Funding Orders**. Executed Funding Orders cannot be canceled, amended or stopped.

(v) **Funds Transfer Business Day for Accepting Funding Orders**. Bank may accept Funding Orders on a Funds Transfer Business Day in the form and manner Bank designates from time to time. Funding Orders received on non-Funds Transfer Business Days or after the close of a Funds Transfer Business Day will be treated as received on the next Business Day. Customer agrees that Bank may: (a) process Funding Orders from Customer and others in any order Bank chooses; (b) presume that no other financial institution to which, or through which, the Funding Order is sent has an earlier cut-off time than Bank has for accepting Funds Transfers; and (c) use any means or routes Bank, in Bank's sole discretion, considers suitable to effect the Funds Transfer. Bank may modify Bank's Funds Transfer Business Day and cutoff hour at any time and without prior notice.

(vi) **Discovery of Unauthorized Funding Orders and Liability**. Customer agrees to exercise ordinary care on the basis of the information available to Customer to discover any Funding Order which Customer did not make or authorize. Customer agrees to notify Bank of the relevant facts on which a claim for an unauthorized Funding Order is based within a reasonable time, which Customer agrees will not exceed fifteen (15) days from the date a confirmation that the Funding Order was Executed was available to Customer, unless a longer period is permitted under applicable Legal Requirements. Customer agrees to waive any other time period which might otherwise apply for providing such notice to Bank. If Customer fails to notify Bank within the time period stated in this ***Section II.B.6(g)(vi)*** of an enforceable (complies with the Security Procedure), but allegedly unauthorized Funding Order, Customer agrees that Bank will not be liable for any subsequent similar enforceable Funding Order.

(vii) **Payment and Compensation**. Customer is obligated to pay and Bank shall debit Customer's Advance Account for the amount of each authorized Funding Order. If Customer does not have sufficient Available Funds in the Advance Account when Bank receives the Funding Order and at the time of Execution of the Funding Order, Bank may exercise Bank's rights in ***Section I.E.1(b) of this Master Agreement***. The applicable wire transfer Fees and Charges in effect at the time Customer's Funding Order is Executed shall be payable from the Customer's General Operating Account, in accordance with ***Section I.D. of this Master Agreement***. Fees charged by the beneficiary bank to the beneficiary are subject to any agreement between the beneficiary and the beneficiary bank.

(viii) **Discrepancies in Funding Order**. If Bank receives a Funding Order and the account number for the designated beneficiary is a valid bank account number, Bank may credit the Funding Order to that account whether or not a beneficiary's name corresponds with the name on the account.

(h) Shipments of Collateral. Customer shall refund Bank for any costs incurred in shipping collateral as more fully provided in the Loan Documents. Customer must provide Bank a UPS or FED Ex billing account number, allowing Bank to perform third-party shipping. The carrier charges will be billed directly to Customer and the shipping transaction fees incurred by Bank will be billed to Customer by Bank.

(i) Limitations of Liability. Notwithstanding anything to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***, the following limitations apply:

(i) **Limitation of Liability**. Bank will not be liable for:

(A) detecting duplicate Funding Orders;

(B) detecting errors contained in any Funding Order or communications;

(C) duplicate Funding Orders, either given by Customer or which comply with the Security Procedures;

(D) determining whether the beneficiary or beneficiary bank is the one Customer intended;

(E) any acts or omissions of the beneficiary bank, including but not limited to its failure to: (i) obtain a receipt, (ii) timely credit the beneficiary, and/or (iii) identify the payee/beneficiary to whom it gave payment of the transfer;

(F) failure of the funds to reach the intended payee or beneficiary;

(G) Bank's failure or refusal to refund to Customer the amount of the Fees, Charges or Funding Order paid to Bank;

(H) any acts or omissions of Bank related to instructions given to Bank by Customer or any MWS Administrator, MWS User or Contract User in any way related to the Facility, funding and repayment thereof, the Collateral or the Mortgage Warehouse Service; and

(I) lost or misdirected shipments by the carrier for all collateral shipments.

(ii) **Recoverable Damages**.

(A) Bank's liability to Customer, any intended beneficiary or any third party in performing or failing to perform the Mortgage Warehouse Service, if any, will be limited as stated in the Service Terms for the Mortgage Warehouse Service, except if a Funding Order is Executed but is proven not to have complied with the Security Procedure or was not otherwise authorized by Customer, and if Bank receives notification within the period required under ***Section II.B.6(g)(vi)*** above, Bank's liability and Customer's liability will be governed by the applicable provisions of UCC 4A as modified by the Service Terms for the Mortgage Warehouse Service.

(B) Unless otherwise required by Law, if Bank is liable to Customer for compensable damages that are recoverable under the Service Terms for the Mortgage Warehouse Service for domestic Funds Transfers, Customer agrees that such liability will not exceed the lesser of the amount of the applicable Funding Order, or Customer's actual provable and foreseeable damages.

(j) Customer Indemnity. In addition to any other Indemnification obligations under this Master Agreement, Customer shall Indemnify Bank in connection with any third-party allegation that a Funding Order contravenes or compromises the rights, title or interest of any third party and/or contravenes any Legal Requirements, court order or other mandate or prohibition with the force or effect of Law.

(k) Security Procedures.

(i) **Notification Regarding Security Procedure Inadequacy**. For purposes of this Mortgage Warehouse Service, in the event Customer believes that the Security Procedure offered to or selected by Customer is not adequate for the type of communication, transaction and/or transmission Customer intends to conduct with the Mortgage Warehouse Service, or is otherwise not commercially reasonable for any reason, Customer should contact Customer's designated Relationship Manager and designated Mortgage Warehouse Business Support Specialist to determine the alternatives, if any, that may be available to Customer.

(ii) **Notification Regarding Security Procedure Compromise**. For purposes of this Mortgage Warehouse Service, in the event Customer believes or suspects that any Security Procedure has been compromised in any manner, or has become known or accessed by an unauthorized person (whether or not employed by Customer), Customer agrees to notify Bank immediately (a) by contacting Customer's designated Relationship Manager and designated Mortgage Warehouse Business Support Specialist; and (b) in writing by sending written notification pursuant to ***Section 14***. below.

(l) Confidentiality of Customer's Information. For purposes of this Mortgage Warehouse Service, permitted disclosure of information concerning Customer in ***Section I.I.1. of this Master Agreement*** shall include such disclosures as may be required under the Loan Documents.

(m) Errors. Customer shall be responsible for regularly running reports or selecting and reviewing reports that are run by automation to detect errors and verify that data transmissions are accurate. Customer shall notify Bank within fifteen (15) days from the date the report could have been run, or became available to Customer, that data in the report is not accurate.

(n) Notices To Bank. Notices to Bank must be: (a) emailed to mwbusinessmail@comerica.com; and/or (b) mailed via US mail to: Comerica Bank, Attn: Mortgage Warehousing, Mail Code 7588, 39200 Six Mile Road, Livonia, MI 48152.

(o) Conflicting Terms. For purposes of the Mortgage Warehouse Service, ***Section I.O.1(a). of this Master Agreement*** is hereby deleted in its entirety and replaced with the following:

> "(a) Entire Agreement. This Master Agreement (including any Loan Documents, User Guides, Fee Schedules and Implementation Agreement and/or Separate Agreement) represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written representations, agreements, or other communications, relating to the subject matter of this Master Agreement. The provisions of the various documents that make up the treasury management relationship between Bank and Customer shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. However, in the event of a conflict among the agreement documents, the agreement documents will have the following order of precedence as to a Mortgage Warehouse Service, unless and only to the extent expressly provided to the contrary elsewhere: (i) this Master Agreement; (ii) the Implementation Agreement and/or Separate Agreement, including addenda; (iii) the User Guide(s); and (iv) the Fee Schedule for the Mortgage Warehouse Service. The most recent Service Terms for the Mortgage Warehouse Service supersedes all prior agreements for the Mortgage Warehouse Service."

(p) Contingency Plan. If Customer is unable to access the Mortgage Warehouse Service, Customer should contact its designated Mortgage Warehouse Business Support Specialist. In the event Bank determines that the Mortgage Warehouse Service is not operationally available through Comerica Business Connect™, Bank will advise Customer of a Contingency Plan.

9. **Outgoing Data Exchange Service for Comerica Accounts.** Comerica's Outgoing Data Exchange Service for Comerica Accounts ("**Outgoing Data Exchange Service**") provides customer's account information to third parties, including the customer's other financial institutions, as designated by customer.

(a) Outgoing Data Exchange Service Generally.

(i) **Provision of Information**. Bank will provide third-parties designated by Customer with information regarding Customer's Designated Account on a periodic basis. Bank has no obligation to reformat any such information.

(ii) **Bank Not Responsible for Third-Party Actions**. Bank assumes no responsibility for the accuracy of information that is re-formatted or translated by the receiving party of any or other third- party.

10. **<u>Comerica Reporting Services (Comerica Treasury</u> Information Reporting®, Electronic Data Interchange Service and Comerica Treasury File Reporting® Services).** Comerica's Reporting Services ("**Reporting Services**") provide customers access to data, images, information and reports related to their Comerica banking services through the Comerica Treasury Information Reporting®, Electronic Data Interchange Service and/or Comerica Treasury File Reporting® Services.

(a) <u>Access</u>. Reporting Services are accessible through Comerica Business Connect™, Comerica Treasury Mobile® or the Electronic Data Interchange Service. By using Reporting Services through Comerica Business Connect™, Comerica Treasury Mobile® or the Electronic Data Interchange Service Customer agrees to the Service Terms for such applicable Service, which are incorporated into the Service Terms for the Reporting Services by this reference.

(b) <u>Reporting Services Generally</u>.

(i) **Provision of Information**. Bank will provide Customer information and financial data associated with Customer's Designated Account and/or Services Customer receives from Bank on a periodic basis via balance reporting or bank and special reports.

(ii) **Information about Non-Deposit Accounts at Ban**k. Information about accounts other than Customers' deposit accounts at Bank, e.g., loan accounts at Bank, trust accounts at Bank, or securities accounts at Comerica Securities, Inc., if any, may be accessible through the applicable Reporting Service, subject to the terms of any other applicable agreements.

(iii) **Images**. Customer may elect to receive image reporting for certain Reporting Services. Image reporting is subject to Customer's agreement to the Service Terms for Image Services.

(c) <u>Balance Reporting</u>. The following are available for balance reporting: prior day balance reporting and current day balance reporting. The information available is more fully described in the User Guide(s) for the Reporting Services.

(i) **Prior Day**. Prior day balance reporting and, through some Access Methods, images of select prior day items are available for Customer's Designated Accounts, including Customer's checking, savings, trust and securities accounts and commercial loans, subject to the terms of any other applicable agreements.

(ii) **Current Day**. Customer may elect to receive current day balance reporting for transactional information including ACH transactions, lockbox, wires, controlled disbursements and account to account transfers. Some current day balance reports are subject to Customer's agreement to the Service Terms for the underlying Service.

(d) <u>Bank Reports and Special Reports</u>. Bank may provide certain reports and statements of account activity to Customer relating to transactions on Designated Account over designated time periods in the manner and at the times agreed to by the Parties. Customer will review all reports, data files and/or statements received from Bank upon receipt, and will advise Bank of any missing data within a reasonable time not to exceed ten (10) Business Days from the date Customer first discovered the problem or received information (in electronic, written or oral form) from Bank reflecting the problem, whichever occurs first.

(e) <u>Statements Service</u>. Comerica's Treasury Statements Service ("**Statements Service**") allows commercial customers to receive most of their bank account statements electronically through the Reporting Services. The Statements Service is accessible through Comerica Business Connect™ and Comerica Treasury Information Reporting®. By using the Statements Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into and made a part of the Service Terms for the Reporting Services by this reference.

(i) **Designated Account(s) Subject to Deposit Contract**. Customer acknowledges and agrees that for purposes of ***Section 2.24.02 of the Deposit Contract***, or any successor provision, Bank shall be deemed to have made available an Account (as defined in the Deposit Contract) statement to Customer when the statement is made available for viewing electronically via Comerica's Reporting Services. Customer's statement will be available the first Business Day of the month, except for Business Sweep Accounts which are available the third-Business Day of the month, unless Bank and Customer have agreed otherwise.

(f) <u>Treasury Returned Items Service.</u> The Treasury Returned Items Service provides access to images of returned items previously deposited that have been returned unpaid by the drawee financial institution. The images are available through Comerica Treasury Information Reporting®. By using the Treasury Returned Items Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into and made a part of the Service Terms for the Reporting Services by this reference.

11. **<u>Treasury Alerts Service</u>.** Treasury Alerts ("**Alerts**") provide notifications of account activity and events related to Treasury Management product transactions. If Customer agrees to receive and Comerica agrees to provide electronic notifications, the following terms and conditions apply to Alerts:

(a) <u>Related Agreements</u>. Customer may use one or more Services in conjunction with Alerts. Customer and Bank must execute an Implementation Agreement and/or Separate Agreement for each Service Customer uses in conjunction with Alerts, and the Service Terms for such Services are incorporated by reference into the Service Terms for Alerts. In the event of a conflict between the terms of this Master Agreement and the terms of a Separate Agreement, the terms of this Master Agreement shall prevail with respect to Alerts.

(b) <u>Termination</u>. Alerts will terminate with the termination of the service to which it applies. Customer may terminate Alerts at any time upon giving Bank notice in accordance with this Master Agreement, however, Customer agrees that Customer may continue to receive Alerts for five (5) Business Days after termination while Bank disables the service.

(c) <u>Accurate Customer Notification Information</u>. Customer shall provide a correct text message number and/or email address, as applicable and available, to receive the Alerts selected. Customer is solely responsible to provide Bank with timely information should any such text message numbers or email addresses change. Customer is responsible for any technical changes required to support receipt of Alerts. Bank may, if it receives delivery failure notification for an Alert, attempt to contact Customer for updated information; however, Bank shall not be obligated to do so.

(d) <u>Limitation of Liability</u>. Bank's sole obligation for Alerts is to send electronic notifications to the text message numbers/email addresses provided by Customer. Notwithstanding anything in the Service Terms for Alerts to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, Bank shall have no liability to Customer if Alerts were transmitted but not received. Bank's liability for failure to timely transmit an Alert shall be limited to the amount of Fees paid by Customer for that electronic notification. However, in no event shall Bank be liable to Customer if failure to timely provide Alerts was through no fault of Bank.

(e) <u>Telephone Text Messages</u>. If Customer selects Telephone Text Message notification, Customer warrants that the telephone(s) are either owned by the Customer or the Customer shall be responsible to obtain, in a form acceptable to Bank, the consent of the owner of the telephone, and shall provide this consent to Bank. Customer further agrees that if the owner revokes his/her consent, the Customer shall advise Bank immediately. Customer agrees to assume all liability for any claims made by the owner of the telephone in regard to the receipt of text messages contemplated under this Master Agreement and shall Indemnify and hold

Bank, and its Affiliates harmless from any claims and all Losses associated with claims by the owner in regard to said text messages.

(f) Selection and Type of Notifications. If Customer has elected to obtain Alerts, Bank may provide such Alerts to Customer in any manner Bank determines is most expeditious (e.g., by telephone, fax, email or regular mail) based on the information provided by Customer.

C. FRAUD PROTECTION SERVICES

1. **Comerica ACH Positive Pay™ Service.** Comerica ACH Positive Pay™ Service ("**ACH Positive Pay**") allows customers to review and decision ACH Entries that are presented for credit and/or debit to customers' designated bank account(s). Customers' authorized users will have the ability to accept or reject ACH Entries before they post to Customer's account; download ACH Entry activity; and/or manage, accept or reject decision parameters. Any Entry not decisioned by Bank's stated cutoff time will automatically default to the customer's predetermined default decision ("accept all" or "reject all") and processing will continue accordingly. Entries accepted will post to the customer's designated account. Entries rejected will be returned to the Originator of the Entry as an unauthorized Entry.

(a) Access. ACH Positive Pay is accessible through Comerica Business Connect™. By using ACH Positive Pay through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for ACH Positive Pay by this reference.

(b) Nacha Rules. All capitalized terms used but not defined in the Service Terms for ACH Positive Pay shall have the meanings ascribed to them in the Nacha Rules.

(c) Customer Elections. Before using ACH Positive Pay, Customer shall: (i) designate to Bank each User of ACH Positive Pay and their respective access rights; (ii) select one or more cut-off times (each, a "**Cut-Off Time**"); and (iii) establish a default decision ("accept all" or "reject all")("**Default Decision**") for all ACH Entries. In addition, Customer may elect a dual control option for decisioning ACH Entries, which requires a second User to approve decisions made by other Users before they are submitted to Bank.

(d) Decisioning. Customer shall view ACH Entries and update Customer's decisions with respect to such ACH Entries in accordance with the User Guide for ACH Positive Pay. Customer's Default Decision will be applied to ACH Entries that are not: (i) updated prior to the designated Cut-Off Time; or (ii) if the Customer elects the dual control option, approved prior to the designated Cut-Off Time. However, ACH Entries originated by Bank, or on Bank's behalf, for Bank's benefit or that of any Affiliate, may not be presented to Customer for a decision. Any disputes regarding one of these ACH Entries must be raised with Customer's assigned Bank Relationship Officer.

(e) Rejected Entries. Rejected Entries shall be deemed unauthorized by Customer and shall be returned to the Originating Depository Financial Institution as "Not Authorized" and will be subject to the Nacha Rules.

(f) Stop Payment. Customer agrees not to use ACH Positive Pay as a means to stop payment of any ACH Entry that Customer initially authorized the Originator to process.

(g) Receipt of ACH Credit Entries. Customer agrees to update its records to reflect the Originator's payment having been received as of a date that is no later than the Settlement Date as required by Nacha Rules.

(h) Insufficient Funds. Nothing in the Service Terms for ACH Positive Pay shall require Bank to pay any Accepted ACH Entry that is a debit if Customer does not have sufficient Available Funds, including overdraft protection if applicable, in the applicable Designated Account.

(i) Indemnification. Customer agrees to Indemnify Bank in connection with Bank rejecting or accepting any Entry in accordance with Customer's instructions and the Service Terms for ACH Positive Pay. Customer shall Indemnify Bank in connection with Bank's compliance with Customer's instructions and the Service Terms for ACH Positive Pay. Customer further understands and agrees that any Entry that is returned as unauthorized under the Service Terms for ACH Positive Pay does not affect Customer's liability for amounts that may be owed to the Originator of the Entry, including liability for penalties and interest that result from the rejection of a debit Entry.

2. **Positive Pay Service.** Comerica's Positive Pay Service ("**Positive Pay Service**") is a fraud prevention solution that compares checks presented for payment at Comerica against a customer's check issue file, providing the customer the opportunity to return checks deemed suspect. Customers may elect to receive notification of suspect checks or to view suspect checks and, as an option, check images.

(a) Access. The Positive Pay Service is accessible through Comerica Business Connect™. By using the Positive Pay Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for the Positive Pay Service by this reference.

(b) Implementation and Activation. The Positive Pay Service will be made available to Customer and maintenance fees shall begin once implementation is complete. However, Bank shall have no obligation to compare checks presented for payment against Customer's check issue file unless Customer's Positive Pay Service is in "active" status. Customer may request Bank to activate or deactivate the Positive Pay Service by sending a written request to Bank in accordance with the terms of the User Guide for the Positive Pay Service and such request will become effective within a reasonable time after Bank receives the notice.

(c) Data Transmission. Customer will transmit to Bank all check issue information as required by the User Guide(s) for the Positive Pay Service before checks are issued, unless the Parties agree in writing to a different method. If the Positive Pay Service has been activated and Customer does not transmit check issue information to Bank as required by the User Guide, Bank will present a list of all checks to the Customer for a pay or return decision. If Customer does not respond to Bank with a pay or return decision by the cutoff time specified in the User Guide for Positive Pay Service, the "Return All" default will apply, unless Customer has selected a "Pay All" default in accordance with ***Section II.C.2(g)*** below. Customer agrees to have checks prepared in accordance with Bank's requirements, including the Service Terms and the Deposit Contract. Customer agrees to change check format if requested by Bank.

(d) Authority to Honor Checks. Except with respect to stop payment and voided check issue records requested by Customer, Bank has full authority to honor all checks as follows:

(i) **Default**. By default, Bank shall honor all checks that match by serial number and amount to the corresponding check issue records on file.

(ii) **Payee Match Option**. The Payee Match option of the Positive Pay Service compares the payee name provided to Bank on the check issue file to the name typed on the payee line of the check.

If Customer elects to receive and Bank agrees to provide the Payee Match option to Customer, Bank will honor all checks that match the corresponding check issue records on file by: (a) serial number and amount; and (b) payee name, as instructed by Customer.

(e) Notification of Unmatching Items. Bank will make reasonable efforts to report to Customer any check serial numbers that do not match the corresponding check issue records on file ("**Suspect Item Notification**") by the designated time each Business Day and in accordance with Customer's instructions.

(f) Return All Default Action. The default disposition for checks on the Suspect Item Notification shall be "Return All." With a "Return All" default, any checks that are on the Suspect Item Notification that are in fact fraudulent or otherwise not intended to be authorized payment by Customer will not be paid, even if Customer fails to review and advise Bank not to pay such checks, in accordance with the schedule set forth in the User Guide(s) for the Positive Pay Service.

(g) Opt-Out of “Return All” Action: Notwithstanding the fraud prevention benefit of a “Return All” default, Customer may opt-out of the “Return All” default for checks on the Suspect Item Notification by making such request to Bank in writing and signing the amendment to Positive Pay Services for “Pay-All” Default prior to setting up the Positive Pay Service or making the default disposition change to “Pay All.” Upon receipt of Customer’s written request, Bank may agree to provide Customer with the “Pay All” default until such a time as Customer requests in writing the “Return All” default. Customer acknowledges that with a “Return All” default, any checks that were on the Suspect Item Notification that in fact were fraudulent or otherwise not intended to be authorized payments made by Customer will not be paid by Bank, even if Customer fails to review and advise Bank not to pay such checks in accordance with the schedule set forth in the User Guide(s) for the Positive Pay Service. Customer further acknowledges that the “Pay All” default will not provide any fraud detection benefits in the event (i) Customer fails to timely review and advise Bank as to whether to pay or not pay each check listed on the Suspect Item Notification; and (ii) any such checks were in fact fraudulent or not intended to be authorized payments made by Customer. Customer agrees that if Bank provides a “Pay All” default to Customer and Customer at any time thereafter fails to timely notify Bank to not pay any one or more checks listed in the Suspect Item Notification, that Customer will, notwithstanding any duties or liability that Bank may otherwise have had in regard to such checks: (1) assume all responsibility, liability and Losses in regard to the payment of all checks on the Suspect Item Notification as if Customer had timely reviewed and advised Bank that all checks on the Suspect Item Notification were duly authorized by Customer and properly payable; and (2) Indemnify Bank in connection with any claim including any claim made by Customer or a third party that the payment of any one or more checks on the Suspect Item Notification by Bank was unauthorized by Customer because of fraud or otherwise.

(h) Waiver. Bank’s acceptance of check issue information after the designated deadline shall in no way be deemed a waiver by Bank of the deadline or this Master Agreement.

D. PAYABLES

1. **Account to Account Transfer® Service.** Comerica’s Account to Account Transfer® Service (“**Account to Account Transfer® Service**”) allows customers to transfer funds between commercial and, in some instances, personal deposit accounts at Bank.

(a) Access. The Account to Account Transfer® Service is accessible through Comerica Treasury Payments® and/or Comerica Integrated Payables™ Service. By using the Account to Account Transfer® Service through Comerica Treasury Payments® or Comerica Integrated Payables™ Service, Customer agrees to the Service Terms for Comerica Treasury Payments® and/or Comerica Integrated Payables™ Service, as applicable, and such terms are incorporated into and made a part of the Service Terms for the Account to Account Transfer® Service by this reference.

(b) Processing.

(i) **Funds Transfer Processing**. Customer must transmit funds transfer instructions to Bank by Bank’s cutoff time set forth in the applicable User Guide(s) for the Account to Account Transfer® Service (which may be the User Guide for the applicable Access Method). Bank may process instructions received after the cutoff time or on non-Business Days on the next Business Day.

(ii) **Comerica Treasury Payments®**. If Customer elects to receive the Account to Account Transfer® Service through Comerica Treasury Payments®, account transfers are limited to common ownership of the Designated Accounts involved in the transfer.

2. **Account Reconcilement Plan.** Comerica's Account Reconcilement Plan (“**ARP**”) is an automated service which organizes paid and outstanding check and/or deposit information, allowing customers to efficiently and economically reconcile their bank accounts. The ARP provides the systematic itemization of all debits and/or credits for a specific time period determined by the customers and a reconciliation of the account's final balance.

(a) Additional Services May Be Required. To use ARP, Customer may be required to subscribe to the Positive Pay Service. By using ARP through the Positive Pay Service, Comerica agrees to the Service Terms for the Positive Pay Service and such terms are incorporated into and made a part of the Service Terms for ARP by this reference.

(b) Reports and Statements; Discrepancies. Bank may provide certain reports and statements of account activity to Customer relating to debit and credit transactions on a Designated Account over designated time periods in the manner and at the times agreed to by the Parties. Customer will review all reports and/or data files received from Bank upon receipt, and will advise Bank of any missing data within a reasonable time not to exceed ten (10) Business Days from the date Customer first discovers the problem or receives information (in electronic, written or oral form) from Bank reflecting the problem, whichever occurs first.

(c) Waiver. Bank’s acceptance of check issue information after the deadline designated in the User Guide(s) for the ARP shall in no way be deemed a waiver by Bank of the deadline.

(d) No Duty to Identify Duplicates or Errors. Bank assumes no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items, or checks lacking an encoded serial number unless Customer has also elected to receive Bank’s Positive Pay Service, in which case Bank’s obligations shall be in accordance with the Service Terms for the Positive Pay Service.

3. **ACH Origination Services.** Comerica’s ACH Origination Service (“**ACH Service**”) is an electronic payment method utilizing the nationwide ACH Network for the collection and disbursement of payments. Customers may originate consumer, business, or intra company electronic payment entries using the ACH Service.

(a) Access. The ACH Service is accessible through Comerica Business Connect™, Comerica Treasury Payments®, Comerica Treasury Mobile®, Comerica Integrated Payables™ Service, Comerica Integrated Payables Web™ Service, Comerica Easy Pay™ Service, the Electronic Data Interchange Service, and/or SFTP (Direct Send). By using the ACH Service through any of the aforementioned Access Methods or other Services, Customer agrees to the Service Terms for each such applicable Access Method or other Service, which are incorporated into the Service Terms for the ACH Service by this reference.

(b) Definitions. All capitalized terms used but not defined in the Service Terms for ACH Service shall have the meanings ascribed to them in the Nacha Rules.

(c) Applicable Legal Requirements.

(i) **Customer’s Obligations**. Customer agrees to be bound by the Nacha Rules. Customer shall not initiate any ACH transaction until Customer familiarizes itself with the Legal Requirements applicable to the ACH Service. The duties of Customer set forth in the Service Terms for ACH Service in no way limit the requirements of complying with all applicable Legal Requirements. Any Fines for a violation of any Legal Requirements applicable to the ACH Service caused by an act or omission of Customer may be assessed against Customer.

(ii) **Provision of Rules**. Bank will provide Customer with one (1) copy of the Nacha Rules and/or provide Customer with instructions on obtaining electronic access to the Nacha Rules, as well as information where Customer may obtain additional copies of the Nacha Rules. Bank shall have no further obligation to provide Nacha Rules or any other Legal Requirements to Customer, or to identify to Customer its specific obligations as an Originator of ACH Entries or otherwise, under the Nacha Rules or any other Legal Requirements.

(d) Entry Processing.

(i) **By Customer**. Customer may only originate credit and/or debit Entries that comply with Bank’s Security Procedures, the Service Terms for the ACH Service, and Legal Requirements. Customer agrees to initiate only the type(s) of Entry(ies) that Bank has authorized Customer to originate to business entities and/or consumers through the ACH Service. To be eligible for processing, Entries must comply with formatting and other requirements described in the User Guide(s) for the ACH Service and the Nacha Rules.

(ii) **By Bank**. Bank, acting as Originating Depository Financial Institution ("**ODFI**"), may process Entries to Receiving Depository Financial Institutions ("**RDFI**") directly or through any mechanism selected by Bank. Bank will process, transmit, and settle for the Entries received from Customer which comply with the terms of this Master Agreement, including the Security Procedures, in a timely manner and in accordance with the Nacha Rules. Bank shall have no obligation to transmit Entries if Customer is in default of any of its obligations under this Master Agreement.

(e) Authorization. Customer authorizes Bank to act as Customer's agent for the ACH Service. Customer authorizes Bank to originate ACH Entries on behalf of Customer to Receivers' accounts based upon the instructions provided by Customer.

(i) **Receiver Authorizations**. Before Customer initiates any credit or debit Entry, Customer will obtain from Receiver proper authorization for the Entry in accordance with the Nacha Rules and other Legal Requirements. An authorization must be readily identifiable as either an ACH credit or an ACH debit authorization and must clearly and conspicuously state the terms of the authorization in order that the Receiver understands the authorization to which he, she or it is agreeing. Customer agrees, represents and warrants that it will initiate no Entry after the termination or revocation of a Receiver's authorization.

(ii) **Consumer Debit Authorizations**. All debits to Consumer Accounts must be authorized by the consumer in writing and must be signed or similarly authenticated by the consumer, as permitted by the Nacha Rules, with the exception of Entries for RCK, ARC, TEL, and BOC, which are addressed below. For debit Entries, other than RCK, ARC, TEL and BOC Entries, Customer must be able to provide the consumer with a hard copy of the consumer's authorization. Except with respect to POP, TEL, and Single-Entry WEB entries, the authorization must (a) specify that the Receiver may revoke the authorization; and (b) contain information regarding the manner in which the authorization can be revoked.

(iii) **TEL Entries**. If Customer is permitted to make TEL Entries, it must make an audio recording of the consumer's oral authorization or provide the Receiver with written notice confirming the oral authorization prior to the Settlement Date of the Entry. At Bank's request, Customer must be able to provide a copy of the written notice or duplicate audio recording of the oral authorization to Bank for its use or for the use of the RDFI requesting the information. The authorization must be readily identifiable as an authorization and its terms must be clear and readily understandable. The authorization must contain the following minimum information: (a) the date on or after which the ACH debit to the Receiver's account will occur; (b) the amount of the transaction; (c) the Receiver's name; (d) a telephone number for Receiver inquiries that is answered during normal business hours; (e) the date of the Receiver's oral authorization; and (f) a statement by Customer that the authorization obtained from the Receiver is for a Single-Entry ACH debit.

(iv) **ARC, BOC and RCK Entries**. If Customer is permitted to make ARC, BOC and RCK Entries, authorization consists of: (a) notice from Customer to the Receiver, before Customer's receipt of Receiver's source document or the item, that Customer's receipt of the source document (for ARC and BOC Entries) or item (for RCK entries) constitutes authorization of the Entry in accordance with the terms of the source document or item; and (b) Customer's receipt of the source document or item.

(v) **Retention and Presentment of Authorizations**. Customer must obtain and retain an original or copy of a signed or authenticated written authorization from each Receiver, and readily and accurately reproducible records evidencing any other form of authorization from each Receiver. The record of authorization must be retained by Customer for a period of at least two (2) years following the termination or revocation of the authorization from the applicable Receiver. Customer, upon Bank's request, must present the original, copy, or other accurate record of the Receiver's authorization to Bank for its use or for use by the RDFI within five (5) Banking Days of Bank's request. Under the Nacha Rules, Bank's liability related to unauthorized Entries may extend beyond the mandatory two (2) year retention period for authorization records. Customer agrees and understands that it is solely responsible for establishing a record retention program that is appropriate for maintaining authorizations relating to each Entry that it originates using the ACH Services. Bank shall have no liability for any Losses associated with Customer's breach of any warranty under the Agreement or the Nacha Rules, and Customer agrees to fully Indemnify Bank.

(f) Prenotifications. If Customer chooses to originate a non-dollar Prenotification Entry to verify the accuracy of a Receiver's routing and account numbers, Customer agrees not to initiate live dollar Entries to that account until at least three (3) Banking Days following the Settlement Date of the Prenotification Entry. Prenotifications will be provided to Bank in the format provided in the Nacha Rules. If the Prenotification results in a rejection, return or Notification of Change, Customer will research the problem and make any necessary corrections before transmitting another Entry. If Customer chooses not to send Prenotification Entries to verify the accuracy of a Receiver's account, Customer is solely responsible for any Entries that are misrouted to incorrect accounts.

(g) Customer Representations and Warranties.

(i) **Customer Representations and Warranties**. Customer represents and warrants to Bank that:

(A) All Entries will be complete, accurate, and authorized, and comply in all respects with the Nacha Rules and all other Legal Requirements;

(B) Customer shall obtain written authorizations from Receivers for credit and/or debit Entries to those Receivers' accounts at participating financial institutions;

(C) Receiver authorizations shall comply with the Nacha Rules and specifically authorize Customer to release to Bank all information concerning Receivers that may be required by Bank to enable Bank to recover erroneous funds transfers;

(D) Customer shall cease initiating Entries for a Receiver's account(s) immediately upon Customer's receiving actual or constructive notice of the termination or revocation of the Receiver's authorization, and Bank shall not be liable for Customer's unauthorized transmission of such Entries;

(E) Customer will retain all documentation as required by the Nacha Rules and other Legal Requirements;

(F) All Entries will comply with, and be transmitted or otherwise delivered to Bank in accordance with, the formatting and other requirements set forth in the User Guide(s) for the ACH Service; and

(G) Customer will protect the security and integrity of ACH data through its lifecycle and ensure that they have policies, procedures and systems in place that will enable compliance with the ACH Security Framework.

(ii) **Additional Representations and Warranties**. In addition, Customer is deemed to make the same representations and warranties to Bank that Bank makes under the Nacha Rules and other Legal Requirements to other participating financial institutions in the ACH system, including foreign ACH system, with respect to Entries originated by Customer.

(iii) **Warranties for Origination of WEB Entries**. If Customer obtains authorization from a Receiver over the internet, Customer represents and warrants that:

(A) Customer utilizes a commercially reasonable fraudulent transaction detection system to screen each WEB Entry;

(B) Customer employs commercially reasonable methods of authentication to verify the identity of the Receiver;

(C) Customer takes commercially reasonable steps to verify that routing numbers are valid;

(D) Customer takes commercially reasonable steps to complete account validation when an account is used for the first time and for subsequent changes made to the account number; and

(E) Customer conducts annual audits to ensure that the financial information it obtains from consumers is protected by security practices and procedures that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure secure capture, storage, and distribution.

(h) Entry Limits.

(i) **Entry Limits**. Bank may establish a daily dollar limit on the total dollar amount of Entries Customer may transmit to Bank each day. However, Customer agrees that any such daily dollar limit established by Bank is not to be deemed a Security Procedure. The total dollar amount of Entries transmitted by Customer to Bank each day will not exceed the lesser of collected and available balances in Customer's Designated Account(s) or the daily dollar limit established by Bank.

(ii) **Exceeding Entry Limits**. Customer agrees that if an Entry(ies) exceeds such dollar limit and Bank processes such Entry(ies), Customer shall be liable to Bank for such Entry(ies), and Customer authorizes Bank to charge Customer's Designated Account.

(i) On-Bank Entries. An Entry accepted for debit or credit to an account maintained with Bank shall be debited or credited, as applicable, to the Receiver's account in the amount of and on the effective date contained in the Entry.

(j) International ACH Entries.

(i) Accounts Located Outside U.S. or Canada. Customer must obtain Bank's written consent prior to initiating an ACH transaction where the Receiver's account is located in a country other than U.S. or Canada.

(ii) International ACH Entries. If Customer transmits to Bank a request for a credit payment to, or debit payment from, a Receiver located outside of the U.S. ("**International ACH Entry**") the following additional terms and conditions shall apply:

(A) International ACH Entries may be subject to different rules, including without limitation return reasons and return time periods, under the Nacha Rules, Legal Requirements of the foreign jurisdiction in which the Receiver of the International ACH Entry is located, or other Legal Requirements;

(B) Customer acknowledges and agrees that Customer is solely responsible for determining and complying with applicable requirements relating to the Entry including, but not limited to, Receiver authorization, notification in change of amounts of recurring debits, record keeping and other matters under the Legal Requirements of the foreign jurisdiction in which the Receiver of the International ACH Entry is located; and

(C) Customer is responsible to Bank for all costs, losses or fees incurred by Bank or Bank's ACH processor(s) in completing an International ACH Entry, including any costs, losses, or fees associated with conversion of funds to or from U.S. Dollars.

(k) Rejected or Returned Entries.

(i) **Rejected Entries**. Bank reserves the right to reject, without liability, any Entry with or without cause. Bank will notify Customer of any such rejection. Customer may remake and transmit such an Entry to Bank, but Bank will not remake any Entry.

(ii) **Returned Entries**.

(A) Bank will debit or credit, as applicable, Customer's Designated Account for each Return. If a debit Entry is returned for any reason, Customer agrees to and will immediately reimburse Bank with sufficient Available Funds to cover the amount of such Entry. In the event a credit Entry is returned for any reason, Bank will redeposit or reverse the amount of such Entry to the Designated Account to the extent the amount of such Entry was debited from the Designated Account, or take such action as Bank and Customer may agree upon. Bank has no obligation to credit Customer's Designated Account with interest in the amount of any returned Entry Bank has debited from the Designated Account.

(B) Unless Customer has elected the automated re-deposit option for insufficient or non-collected funds, any Entry that is returned for any reason by an ACH Operator will be credited or debited, as applicable, back to Customer. Bank will notify Customer by the end of the first Business Day following the Business Day of Bank's receipt of the Return. Bank will not have any obligation to retransmit a Return provided Bank complied with the Service Terms for ACH Service with respect to the original Entry. However, if Customer remakes and/or retransmits a returned Entry, Bank will process it as a new Entry.

(iii) **Re-Deposit Option**. If Customer has elected the automated re-deposit option for insufficient or non-collected funds, Bank will re-submit returned debit Entries no more than one (1) time. If after the re-submitted debit Entry is returned for any reason, Bank will treat the returned Entry in same manner described in ***Section 11.2(a)*** above. Customer agrees to pay for this option in accordance with the Fee Schedule provided by Bank. In addition, Customer agrees to and does Indemnify Bank for amounts claimed by Receiver as a result of Bank re-depositing the returned Entry based upon Customer's selection of the re-deposit option.

(l) Cancellations and Amendments. Customer has no right to cancel or amend any Entry after Bank or Bank's agent has received the Entry. If Customer requests a cancellation of an Entry, Bank will use reasonable efforts to cancel the Entry but will not be liable if it fails to do so. A request to amend an Entry will be treated as a cancellation of the original Entry and it is Customer's responsibility to remake and submit the Entry.

(m) Reversals. If Customer requests a reversal of an Entry in compliance with the Security Procedures and the Nacha Rules, Bank will process the reversal request pursuant to the Nacha Rules. In initiating a Reversing Entry for an Erroneous Entry or File, Customer warrants that it has initiated the Reversing Entry within five (5) Banking Days following the Settlement Date of the Erroneous Entry and within twenty-four (24) hours of discovery of the error. Customer also warrants that the account holder of a Reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the Settlement Date of the Reversing Entry. Customer understands that Bank makes no representations or warranties regarding the outcome of such reversal requests. Further, Bank will not be liable to Customer or any other person or entity regardless of whether or not the RDFI affects the reversal request. For both Reversing Entries and Files, Customer shall Indemnify Bank and all Parties of the transaction(s), regardless of whether the RDFI effects the Reversing Entry or File.

(n) Notification of Change. Customer will not send an Entry containing erroneous Receiver or RDFI information for which Customer has received a Notification of Change ("**NOC**") indicating the erroneous information. If Bank receives a NOC from the ACH Operator, Bank will notify Customer no later than two (2) Banking Days of the Settlement Date of the NOC. Customer understands that the Nacha Rules require Customer to act on a NOC within six (6) Banking Days of receiving a NOC or before initiating another Entry to the same Receiver's account, whichever occurs later.

(i) **Refused NOC**. If the NOC is incorrect, Customer will either notify Bank or generate and deliver a refused NOC to Bank within fourteen (14) calendar days after Customer receives the NOC. The Nacha Rules require Bank to transmit a refused NOC to its ACH Operator within fifteen (15) calendar days of Bank's receipt of the NOC.

(ii) **Erroneous Entry Data**. Customer understands that by submitting an Entry to Bank with erroneous Receiver or RDFI information that such Entry would not have otherwise contained had Customer complied with the applicable NOC, that:

(A) Customer is authorizing Bank to change such information in that Entry and each subsequent Entry originated by Customer containing the same erroneous information on Customer's behalf and in accordance with the applicable NOC before submitting the Entry to the ACH Operator. Customer understands that although Bank is permitted to make such change on Customer's behalf, Bank has no obligation to do so. Notwithstanding any action by Bank in accordance with this ***Subsection 14.2(a)***, Customer remains solely responsible for correcting Entries in accordance with an NOC as required by the Nacha Rules. For clarification, a waiver of any right to enforce Customer's breach of warranty with respect to an Entry does not waive any current or future right of Bank to enforce such right.

(B) Customer may be subject to Fines as well as termination, as set forth in the Nacha Rules and this Master Agreement. Customer shall Indemnify Bank on demand for any Fines resulting from Customer's violations of the Nacha Rules, and any such Fines shall be immediately due and payable.

(o) Bank Reservation of Rights.

(i) **Bank Reservation of Rights**. Bank reserves the right to:

(A) Process Entries or Files in any sequence, arrangement, or method which Bank, in Bank's sole discretion, deems reasonable;

(B) Be deemed to have accepted Entries only when Bank distributes the Entries to the ACH Operator;

(C) Suspend, reject or accept any or all Entries which do not meet all of the requirements described in the Service Terms for ACH Services;

(D) Suspend, reject or accept any or all Entries if Customer does not have sufficient Available Funds in the Designated Account required, or Customer has previously failed to reimburse Bank for any amounts owing to Bank;

(E) Reject or accept any or all Entries if Customer is in default of any term or provision of these ACH Service Terms and/or this Master Agreement;

(F) Reject or accept any or all Entries if Bank, in Bank's sole and absolute discretion, determines that Customer or Customer's third-party processor does not meet Bank's risk requirements as such requirements may change from time to time; and

(G) To pass on to Customer any Fine assessed by Nacha because of Customer's acts or omissions.

(ii) **Termination Right**. Bank may immediately terminate or suspend the ACH Service, if Bank, in Bank's sole discretion, determines that Customer is in breach of the Nacha Rules or if Bank determines termination is necessary to protect and keep Bank in good standing with Nacha, the Nacha members and/or as an ODFI.

(p) Settlement Date.

(i) **Provisional Credit**. Bank's payment of any debit Entry, returned credit Entry or credit Reversal to Customer's Designated Account is provisional until Bank receives final settlement for the payment through a Federal Reserve Bank. If Bank does not receive final settlement, Bank will reverse the provisional credit.

(ii) **Offsetting Charge for Credit Entries**. Funds for a credit Entry will be debited (deducted) from Customer's Designated Account on the Customer's requested Effective Entry Date unless: (a) Bank requires earlier payment; or (b) the date specified is earlier than the Banking Day of processing. For standard credit Entries, the Effective Entry Date is generally one (1) or two (2) Banking Days following the Banking Day of processing.

(iii) **Offsetting Credit for Debit Entries**. The Settlement Date is established by the receiving ACH Operator. The Settlement Date for Bank is also the date that funds will be credited to the Customer's Designated Account. The Settlement Date is generally the Effective Entry Date unless (a) the date specified is earlier than the Banking Day of processing as established by the Originating ACH Operator; or (b) Customer is not enabled for Same Day ACH ("**SDA**") processing, in which case the scheduled Settlement Date will be the next Banking Day following the Banking Day of processing. For standard debit Entries, the Effective Entry Date is generally one (1) Banking Day following the Banking Day of processing.

(iv) **Same Day ACH Entries**. ACH Entries that are eligible for SDA under the Nacha Rules, contain a current or stale Effective Entry Date and are received and verified prior to the designated submission deadline will be handled as an SDA transaction, unless Bank has agreed to disable SDA processing at Customer's request or Bank has disabled SDA processing in its own discretion. All ACH Entries will be processed at the earliest available time. Therefore: (a) mixed batches containing eligible and ineligible SDA Entries may occur resulting in split settlement of the batch; and (b) suspended batches may settle as SDA Entries if released on or after the Entry Effective Date; and (c) ACH Entries received, with a current day Effective Date, on accounts not enabled for SDA will be held until after the last SDA window.

(v) **Other Entries**. Returns, NOCs and TRC/TRX Entries will be settled at the earliest opportunity, which is generally no later than the first Business Day following the processing date.

(q) Provisional and Final Payment. Customer, Customer's third-party processor, and Customer's agents acknowledge receipt of notice that Entries may be transmitted through the ACH, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be deemed to have paid the Receiver the amount of the Entry.

(r) Third-Party Vendors. If Customer transmits Entries through a third-party vendor ("**Third-Party Vendor**"), the Third-Party Vendor is Customer's agent. Bank is not responsible for the acts or omissions of the Third-Party Vendor. Customer agrees to Indemnify Bank in connection with any acts or omissions of the Third-Party Vendor. Customer agrees that the Security Procedure established between the Third-Party Vendor and Bank is commercially reasonable.

(s) Third-Party Sender. Customer shall immediately notify Bank in writing if Customer is, or at any time becomes, a Third-Party Sender of ACH Entries on behalf of Customer's customers or any third party. To use the ACH Service as a Third-Party Sender, Customer must enter into a Separate Agreement for the Third-Party Sender Service with Bank.

(t) Data Retention. In addition to complying with the retention requirements for authorizations in ***Section II.D.3.(e)(v)***, Customer shall retain data on file adequate to permit remaking of Entries for one (1) year following the date of their transmittal by Bank as provided herein, and shall provide such data to Bank upon its request. Customer is responsible to retain all items, source documents and records of authorization in accordance with the Nacha Rules.

(u) Audit. Upon reasonable notice from Bank to Customer, Bank shall have the right to inspect Customer's books and records and to make on-site visits to any and all Customer locations with regard to; (a) all information deemed by Bank to be necessary or pertinent to Customer's use of ACH Service provided by Bank; and (b) compliance with the Nacha Rules. Information subject to Bank's right of inspection shall include all information maintained by Customer with respect to Customer's customers and clients that is materially related to Customer's ACH transaction activity conducted through Bank under the Service Terms for ACH Service.

(v) ACH Nacha Format Service. As an option, Customer may elect to initiate ACH entries by originating, creating and/or delivering to Bank Nacha formatted files for processing. Customer should consult the most current edition of the Nacha Rules to ensure Customer is using the most up to date Nacha file format.

4. **ACH Receiver Services.** Comerica's Automated Clearing House Receiver Service ("**ACH Receiver Service**") offers (i) ability to use a Uniform Identification Payment Code ("**UPIC**") for receiving ACH credits and/or (ii) ACH Receiver Reports that provide information about ACH Credits and ACH Debits posted to designated bank accounts held at Comerica Bank. If Customer elects to receive and Bank agrees to provide the ACH Receiver Services, Customer shall select one (1) or more of the following options during the implementation process:

(a) UPIC Service. The following terms apply if Customer elects to receive UPIC Service:

(i) **Assignment of UPIC**. Bank will assign and provide to Customer a UPIC for each Customer Designated Account. The UPIC may be used in place of Bank assigned account number for each Designated Account for purposes of receiving ACH credits to each Designated Account. The purpose of a UPIC is to avoid the Customer's need to provide its Bank assigned account number to those from whom Customer expects to receive ACH credits.

(ii) **Amendment to the Deposit Contract**. The Deposit Contract governing each Designated Account for which Bank provides a UPIC is amended to add the following language:

"All references in the Deposit Contract to "account number" shall include the UPIC number assigned under the Service Terms for ACH Receiver Services."

(iii) **Liability**. Notwithstanding any provisions to the contrary in this Master Agreement, Bank's liability for providing Customer with a UPIC is no greater or different than Bank's liability for providing Customer with an account number for its Designated Account.

(iv) **User Guide**. ACH Receiver Services are listed in the User Guide for ACH Services.

(v) **Fees**. Customer agrees to pay the Fees for the use of UPIC as set forth in the Fee Schedule. A fee is charged for each ACH credit posted to the Designated Account that identifies the UPIC assigned to Customer for the Designated Account as the beneficiary Account.

(b) ACH Receiver Reports. The following terms apply if Customer elects to receive ACH Receiver Reports:

(i) **Access**. ACH Receiver Reports will be transmitted to Customer via a Comerica Treasury Management delivery channel or an approved Secure File Transfer Protocol. Customer must provide to Bank criteria needed to setup the ACH Receiver Services and inform Comerica of any changes to protocol licenses or delivery access. Some Access Methods may require Customer to sign an Implementation Agreement and/or Separate Agreement to use the Access Method.

(ii) **Provision of Information**. Bank will provide information about ACH debits and ACH credits posted to Designated Accounts. Reports will be made available the Business Day after each Business Day on which an ACH debit or ACH credit is posted or is received for posting to a Designated Account. Information generally contained in ACH Receiver Reports is: effective entry date, entry amount, Originator, ACH addenda data and other fields required in the NACHA formatted file in accordance with the NACHA Rules, files and reports not distributed in a NACHA format will have data included as designed at the time of setup.

(iii) **Liability**. Bank shall have no liability for delay in providing or its failure to provide ACH Receiver Reports. Customer shall not be obligated to pay for ACH Receiver Reports Bank failed to provide or for reports provided more than three (3) Business Days late.

(iv) **User Guides**. ACH Receiver Reports are listed in the User Guide for ACH Services.

5. **Check Issue Service.** Comerica's Check Issue Service ("**Check Issue Service**") allows customers to direct Bank to create and forward checks drawn on customer's checking account(s) to designated payees in accordance with the customer's instructions.

(a) Additional Service(s) Required. To use the Check Issue Service, Customer must receive the Comerica Integrated Payables™ Service and/or Comerica Integrated Payables Web™ Service. By using the Check Issue Service with Comerica Integrated Payables™ Service and/or Comerica Integrated Payables Web™ Service, Customer agrees to the Service Terms for the Comerica Integrated Payables™ Service and/or Comerica Integrated Payables Web™ Service, as applicable, and such applicable terms are incorporated into and made a part of the Service Terms for the Check Issue Service by this reference.

(b) Accounts. Customer shall direct Bank to create check(s) drawn against a checking account held by Customer at Bank ("**Checking Account**") through the use of the Check Issue Service. For purposes of the Check Issue Service and the creation of checks under the Service Terms for the Check Issue Service, Customer designates Bank and its agents and employees as agents of Customer with the limited authority to affix the authorized signature of an Authorized Signer to checks requested by Customer under the Service Terms for the Check Issue Service. For purposes of the Service Terms for the Check Issue Service, "**create**" means to print a check requested by Customer using a Customer approved check template, with payment information provided by Customer, and to affix the signature provided by Customer on a check drawn against a Checking Account. Customer must instruct Bank to affix an Authorized Signature of an Authorized Signer, as such terms are defined in the Deposit Contract governing the Checking Account, to the checks requested under the Service Terms for the Check Issue Service.

(c) Authorization. To utilize this Check Issue Service, Customer authorizes Bank to affix Customer's authorized signature to checks created pursuant to the Service Terms for the Check Issue Service. Customer agrees that checks created as a result of Bank's receipt of instructions through the Check Issue Service are deemed authorized under the terms of the agreement governing the Checking Account on which the checks are to be drawn.

(d) Processing Limits. If more than one (1) check request is received from Customer or other customers of Bank, Bank may process the requests in any order it elects. For purposes of the Service Terms for the Check Issue Service, forwarding a created check means to mail it by U.S. first class mail or give it to a national courier that personally delivers packages, depending on whether Customer chooses to expedite a payment. Notwithstanding the foregoing, Bank will use commercially reasonable efforts to create checks for check requests received by Bank by the cut-off time specified in the applicable User Guide(s) for the Check Issue Service on the same Business Day, and to forward them on the same Business Day. Bank does not guarantee that checks will be created and/or forwarded on the same Business Day on which they are requested even if the request is received by Bank on or before the cut-off time specified in the applicable User Guide(s) for the Check Issue Service. If a check is not created on the same Business Day that it is received by Bank, it will be created on the next Business Day unless the delay is otherwise excused.

(e) Changes to Checking Accounts. Customer will promptly notify Bank, in accordance with the applicable User Guide(s), of any changes to authorized signature, logo, return address, account closure or other changes affecting any Checking Account or the negotiability of the checks created under the Service Terms for the Check Issue Service.

(f) Duties.

(i) **Duties of Bank**. Provided that Bank receives Customer's check request in accordance with the requirements set forth in the applicable User Guide(s), Bank's only duties are those specifically set forth in the Service Terms for the Check Issue Service. Checks will be forwarded in the manner agreed upon by Bank and Customer.

(ii) **Duties of Customer**. Customer will notify Bank at least two (2) Business Days prior to making any request for five hundred

(500) or more checks on any Business Day. Failure to notify Bank in accordance with the Service Terms for the Check Issue Service may result in a delay in the creation and/or forwarding of Customer's requested checks.

(g) Check Stock.

(i) **Approval of Mock-Up**. Customer shall provide to Bank any approved tradename, trademark and/or logo ("**Marks**") it wishes to include on its check stock template. Bank will design a check stock template mock-up containing the specifications provided by Customer. Bank shall provide the check stock template mock-up to Customer for review and approval. Customer shall have thirty (30) days to advise Bank of any changes to the check stock template. If after thirty (30) days Customer has not informed Bank of any changes to be made to the check stock template, it will be deemed accepted by Customer. If Customer does advise Bank of changes to the check template within thirty (30) days, Bank will implement such changes and return the check template mock-up to Customer for review and approval. Customer shall have thirty (30) days to advise Bank of any changes to the amended check template.

(ii) **Customer Liability**. Bank shall have no liability for any mistakes, errors or requests for changes to any check template after Customer has approved the template. If Customer discovers a mistake or error on a check after approving the check template, Customer may instruct Bank to continue using such checks or request a new check template mock-up at Customer's expense.

(iii) **Customer's Marks**. Customer hereby grants to Bank a limited, revocable, nontransferable license to reproduce and use its Marks solely for the purpose of and in connection with the Service Terms for the Check Issue Service. Bank's reproduction and use of Customer's Marks, and all goodwill established thereby and/or associated therewith, shall inure exclusively to the benefit of Customer, and Bank acquires no goodwill or other legal rights or interests in Customer's Marks other than the right to use Customer's Marks in connection with the provision of services pursuant to the Service Terms for the Check Issue Service.

(h) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***, Bank shall have no liability to Customer, or any intended payee, if a check created under the Service Terms for the Check Issue Service is returned undeliverable or unpaid because of any reason other than Bank's gross negligence or willful misconduct. Customer understands that Bank undertakes no duty in providing this Check Issue Service to determine if funds are available in the Checking Account at the time a check is forwarded. Bank's liability for failure to timely forward a requested check within one (1) Business Day following receipt of a request received in accordance with the requirements set forth in the applicable User Guide(s) (if such failure is not excused for any reason set forth in ***Section I.L.1(c) of this Master Agreement***) is limited to the amount of any late fees, penalties or interest incurred by Customer that is imposed by the payee on Customer in payee's ordinary course of business, but in no event will Bank's liability exceed 10% of the face amount of the requested check or $100, whichever is less.

(i) Positive Pay. As an option, and subject to the Fees and Charges set forth in the applicable Fee Schedule, Customer may request Bank to create check issue files for checks created by Bank under the Service Terms for the Check Issue Service and the Positive Pay Service on Customer's Comerica Bank, Comerica Bank & Trust, NA, or Comerica Bank Canada accounts. Bank will use commercially reasonable efforts to create and deliver the check issue file to the Positive Pay Department before a check created under the Service Terms for the Check Issue Service is presented for payment. However, Bank shall have no responsibility or liability for any Losses arising out of the untimely delivery of a check issue file. Customer is responsible for selecting its default actions for checks issued under this Check Issue Service accordingly. If Customer selects this option, Customer is subject to and agrees to the Service Terms for the Positive Pay Service.

6. **Check Services.** Comerica's Check Services ("**Check Services**") allow customers to stop payment of checks, inquire as to the status of checks or request information as to their deposit account(s) at Bank via Comerica Treasury Payments® and Comerica Integrated Payables™.

(a) Additional Service(s) Required. To use the Check Services, Customer must receive the Comerica Integrated Payables™ Service and/or Comerica Treasury Payments® Service. By using the Check Issue Service with Comerica Integrated Payables™ Service and/or Comerica Treasury Payments® Service, Customer agrees to the Service Terms for the Comerica Integrated Payables™ Service and/or Comerica Treasury Payments® Service, as applicable, and such applicable terms are incorporated into and made a part of the Service Terms for the Check Issue Service by this reference. Customers who elect to use Check Services via Comerica Treasury Payments® may also view check images and transaction history regarding their designated accounts.

(b) Stop Payment Orders.

(i) **Effectiveness of Stop Payment Orders Through Comerica Treasury Payments®**. A stop payment order placed through Comerica Treasury Payment® Check Services is a "writing" for purposes of the Uniform Commercial Code. Unless (1) Bank agrees to some other time period; or (2) Customer requests, and Bank accepts, the cancellation of a stop payment order, Customer's stop payment order will remain effective for six (6) months, twelve (12) months, twenty-four (24) months or sixty (60) months, from the first Business Day following Bank's acceptance of the stop payment order based on Customer's selection when the stop payment order is placed.

(ii) **Effectiveness of Stop Payment Orders Through Comerica Integrated Payables™ or Other Service**. A stop payment order placed through Comerica Integrated Payables™ Check Services is a "writing" for purposes of the Uniform Commercial Code. Unless (a) Bank agrees to some other time period; or (b) Customer requests, and Bank accepts, the cancellation of a stop payment order, Customer's stop payment order will remain effective for six (6) months from the first Business Day following Bank's acceptance of the stop payment order.

(iii) **Contingency Plan for Transmission of Stop Payment Order**. If either the Check Services or the Access Method Customer uses to access Check Services is inoperative, Customer will transmit stop payment order(s) by such other means as Bank may direct, and such instructions will remain subject to the Service Terms for Check Services as if they were entered without a Contingency Plan.

(iv) **Reasonable Time to Act**. Notwithstanding Customer's receipt of a confirmation, Customer agrees that Bank must be afforded a reasonable time, which will not be less than one (1) full Business Day, in which to act on any stop payment order. Customer understands that placing a stop payment order on a check may not relieve Customer's obligation on the check or the underlying obligation.

(v) **Standard of Care**. Bank will exercise good faith and ordinary care in implementing Customer's instructions under the Check Services.

(c) Limitation of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***, Bank will not be liable for stop payment orders involving duplicate check numbers issued by Customer.

(d) Indemnification. In addition to any other Indemnification obligations under this Master Agreement, Customer shall Indemnify Bank in connection with Bank's refusal to pay any check on which Customer has placed a stop payment order, or if Bank pays any check on which: (a) Customer has released Customer's stop payment order; (b) the stop payment order has expired; (c) the stop payment order has been improperly or inaccurately entered by Customer; or (d) the stop payment order has not been entered in a timely manner.

7. **Comerica Integrated Payables™ Service.** Comerica Integrated Payables™ Service ("**Integrated Payables Service**") provides customers with access to a transaction-based service that enables them to direct Bank and/or its agents to transmit payment requests drawn on

customers' designated Bank account(s) or Comerica Commercial Card™ account(s) by file delivery.

(a) Services Available Through Integrated Payables. Customer will only be able to use the Integrated Payables Service to access and use the payment types available through the Integrated Payables Service ("**IP Payment Types**") that Customer has selected in the Implementation Agreement and/or agreed to in a Separate Agreement as required by Bank. By selecting an IP Payment Type in the Implementation Agreement and/or a Separate Agreement or by using Integrated Payables Service with an IP Payment Type, Customer acknowledges that it has reviewed the Service Terms for the applicable IP Payment Type (including those contained within a Separate Agreement, where applicable), Customer agrees to the Service Terms for the applicable IP Payment Type, and such applicable terms for the IP Payment Type are incorporated into and made a part of the Service Terms for the Integrated Payables Service. IP Payment Types available for use with the Integrated Payables Service include: (i) Comerica Commercial Card™ for Vendor Payments; (ii) ACH Services; (iii) Check Services; (iv) Check Issue Service; (v) Treasury Management Wire Transfer Service; and (vi) Multibank Payment Request Service.

(b) Access. Customer may access the Integrated Payables Service via SFTP.

(c) Authorization to Store, Process, Transmit and Make Available. Customer authorizes Bank to act as its agent for the Payment Type(s) Customer initiates using the Integrated Payables Service. Bank is authorized to store, process, transmit and make available through Bank's agencies and systems, third party financial institutions and Third-Party Providers, information regarding accounts and transactions designated by Customer in connection with the Integrated Payables Service.

(d) Acknowledgments and Confirmations. By default, Bank will provide Customer with one (1) or more acknowledgements and confirmations (each a "**Notice**") for payments made by Customer using this Integrated Payables Service. Customer may elect to opt out from receipt of any or all of these Notices. In the event Customer elects to opt-out from the receipt of any or all of these Notices, Customer releases and holds Bank harmless from any liability as a result of this request.

(e) Payment Instructions. For all payment instructions transmitted to Bank using the Integrated Payables Service, files must contain all mandatory fields as further described in the applicable User Guide(s). Failure to include any mandatory field, or the submission of an invalid mandatory field, will result in the payment request being rejected and a notice of such rejection will be sent to Customer via the Integrated Payables Service as agreed upon by Customer and Bank. At Customer's option, Bank will provide a confirmation to Customer via the Integrated Payables Service indicating the payment has been successfully processed or forwarded for processing. It is Customer's responsibility to contact Bank at the phone number provided in the applicable User Guide(s) if Customer does not receive a confirmation or rejection of a payment that it requested.

(f) Next Business Day. Customer understands and agrees that certain information and transactions are not processed by Bank until after the close of the Business Day and therefore such information and transactions may not be reported by the Integrated Payables Service until the next Business Day.

(g) Use Limitations. Customer represents and warrants to Bank that Customer: (a) will access and use the Integrated Payables Service solely to conduct Customer's business; and (b) will limit access to the Integrated Payables Service to those Customer employees and agents who require access to perform their jobs. Customer is responsible for providing instructions to Bank, other financial institutions and any Third- Party Provider who will input account information into the Integrated Payables Service or process orders or instructions. Any orders, instructions or other communications received by Bank via the Integrated Payables Service, using the Security Procedures applicable to the Integrated Payables Service, will be deemed by Bank as received from Customer.

(h) Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, the following limitations apply. Customer agrees that Bank and Third-Party Providers will not be liable for any loss or damage arising, directly or indirectly, in whole or in part, from any:

(i) inaccurate or incomplete data in the input of an order, instruction, or other communication by Customer, or Customer's failure to format any such order, instruction or communication as required by Bank;

(ii) failure by Customer to obtain a confirmation or rejection of an order or instruction;

(iii) cancellation or attempted cancellation by Customer of an order or instruction;

(iv) errors or omissions resulting from Bank's conversion of an order or instruction received from Customer or any Third-Party Provider;

(v) inaccurate or incomplete information received from Customer, another financial institution, or a Third-Party Provider;

(vi) temporary interruptions in Bank's or any other entity's information systems;

(vii) inability to access the Integrated Payables Service, or a Service accessible though the Integrated Payables Service, through the use of the internet or other communications delivery systems; or

(viii) unauthorized use of the Integrated Payables Service, or a Service accessible though the Integrated Payables Service, by Customer or its officers, employees, agents, or third parties.

8. **Comerica's Vendor Payment Registration Assistance Service for Integrated Payables Service.** Comerica's Vendor Payment Registration Assistance Service ("**IP Registration Assistance Service**") is an optional service for customers who elect Comerica Commercial Card™ as a payment type for Integrated Payables Service. The purpose of the Registration Assistance Service is to register customer's vendors to support payments by Comerica Commercial Card.

(a) Additional Services Required. To use the IP Registration Assistance Service, Customer must receive the Integrated Payables Service and must sign the Comerica Card Solutions Terms (Service Agreement Included). By using the IP Registration Assistance Service with Comerica Integrated Payables™ Service, Customer agrees to the Service Terms for the Comerica Integrated Payables™ Service, and such terms are incorporated into and made a part of the Service Terms for the IP Registration Assistance Service by this reference.

(b) Authorization. Customer authorizes Bank to contact Customer's designated vendors in furtherance of migration of such vendors to process payments via Customer's designated Comerica Commercial Card Vendor Card (as defined in the User Guide) ("**Vendor Card**"), as applicable.

(c) Vendor Registration Assistance Responsibilities.

(i) Bank will assist Customer in registering vendors for accepting Vendor Card for payments. Bank reserves the right to limit the number of vendors included in the Registration Assistance Service. Bank will provide to Customer the period during which Bank will provide the Registration Assistance Service.

(ii) Customer shall provide complete and updated contact information for each vendor in the vendor registration file. Bank must be able to rely solely on the vendor contact name and phone number information that Customer provides. If, however, incomplete or outdated vendor contact information is provided by the Customer, Bank may, at its discretion, attempt to: (a) take steps to contact the vendor to determine on Customer's behalf the department and individual who is to receive Payment Information (defined below); or (b) identify the appropriate department and individual by conducting a basic internet search.

(iii) Upon receipt of Customer's vendor registration file that includes all the information requested by Bank for the Registration

Assistance Service, Bank will contact each vendor contact person using the name and telephone number provided by Customer.

(iv) Bank will make at least two (2) attempts to reach the appropriate department and individual based upon the information Customer provided or that Bank obtained directly from the vendor or by doing a basic internet search for the vendor during the Registration Assistance Service period.

(v) Bank will provide Customer with confirmation periodically of each vendor's status to receive payment by Vendor Card. Bank does not guarantee that any vendor will accept payment by Vendor Card.

(vi) If a vendor agrees to receive payments from Customer via Vendor Card, Bank will provide the vendor with a Vendor Card account number, expiration date and card verification code.

(vii) The information Bank provides to the vendor in accordance with ***Section 3.6*** shall be collectively referred to as "Payment Information".

(viii) If for any reason the vendor is unable to use that Payment Information to receive payment, Bank assumes no liability. The vendor must contact Customer directly for error resolution.

(ix) By authorizing a Vendor Card payment, Customer agrees that the Payment Information is correct.

(d) Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***:

(i) Bank assumes no liability for any errors in vendor registration if: (a) vendor registration is conducted by anyone other than Bank; or (b) registration information and Payment Information is validated by Customer.

(ii) Bank assumes no liability for the actions of Customer or the vendor.

9. **Comerica Integrated Payables Web™ Service.** Comerica Integrated Payables Web™ Service ("**Integrated Payables Web Service**") is a payment service that includes internet-based software and tools ("**IPW Software**") allowing customers to access various services to initiate and send payments and track, export, and reconcile transactions. Customers may also elect to receive assistance with setting up and/or migrating their vendors from check payments to ACH or Comerica Commercial Card™ payments.

(a) Services Available Through Integrated Payables Web Service.

(i) **Payment Types**. Customer will only be able to use the Integrated Payables Web Service to access and use the payment types available through the Integrated Payables Web Service ("**IPW Payment Types**") that Customer has selected in the Implementation Agreement and/or agreed to in a Separate Agreement required by Bank. By selecting an IPW Payment Type in the Implementation Agreement or by using Integrated Payables Web Service with an IPW Payment Type, Customer acknowledges that it has reviewed the Service Terms for the applicable IPW Payment Type (including those contained within a Separate Agreement, where applicable), Customer agrees to the Service Terms for the applicable IPW Payment Type, and such applicable terms for the IPW Payment Type are incorporated into and made a part of the Service Terms for the Integrated Payables Web Service. IPW Payment Types available for use with the Integrated Payables Web Service include: (i) Comerica Commercial Card™ for Vendor Payments; (ii) ACH Services; (iii) Check Issue Service; (iv) Treasury Management Wire Transfer Service; and (v) Multibank Payment Request Service.

(ii) **Vendor Registration Assistance Services**. In addition, Customer may receive the following additional Vendor Registration Assistance Services by selecting this option in the Implementation Agreement. By selecting Vendor Registration Services in the Implementation Agreement or by using Vendor Registration Services Integrated Payables Web Service with an IPW Payment Type, Customer acknowledges that it has reviewed the Service Terms for the applicable IPW Payment Type (including those contained within a Separate Agreement, where applicable), Customer agrees to the Service Terms for the applicable IPW Payment Type, and such applicable terms are incorporated into and made a part of the Service Terms for the Integrated Payables Web Service. Additional obligations of the Parties with respect to the Vendor Registration Assistance Services are set forth in the User Guide for Integrated Payables Web Service.

(A) **ACH Vendor Registration Assistance Services**. If Customer selects and/or uses this Service, Bank will implement a campaign to migrate Customer's designated vendors from receiving payments by check to receiving electronic payments via ACH. Customer shall provide Bank with a list of its designated vendors with complete and updated contact information for each such vendor. Customer authorizes Bank to contact Customer's vendors in furtherance of the ACH payment migration campaign. Customer authorizes Bank to automatically convert check payment instructions to ACH electronic payment instructions for registered vendors.

(B) **Comerica Commercial Card™ Vendor Registration Assistance Services**. If Customer selects and/or uses this Service, Bank will provide Customer with assistance in migrating Customer's designated vendors from receiving payments by check to receiving payments via Comerica Commercial Card™ payments. Customer shall provide Bank with a list of its designated vendors with complete and updated contact information for each such vendor. Customer authorizes Bank to contact Customer's vendors in furtherance of the Comerica Commercial Card™ payment migration campaign. Bank's obligations with respect to the Commercial Card™ Vendor Registration Assistance Services are conditioned upon Customer maintaining a Comerica Card Solutions Service Agreement with Bank ("**Card Agreement**"). Customer must provide Bank with advance notice of its intent to terminate the Card Agreement with Bank. Upon termination of the Card Agreement by Customer, Bank will work with Customer to evaluate alternative payment types for the affected vendors.

(b) Access. Customer may access the Integrated Payables Web Service through Comerica Business Connect™ or via SFTP. By using the Integrated Payables Web Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into and made a part of the Service Terms for the Integrated Payables Web Service by this reference.

(c) Authorization.

(i) **Third-Party Providers**. For purposes of the Service Terms for the Integrated Payables Web Service, all references to "**Bank**" shall include Bank's Third-Party Providers.

(ii) **Generally**. Customer authorizes Bank to act as its agent for the Payment Type(s) Customer initiates using the Integrated Payables Web Service. Bank is authorized to store, process, parse, format, generate, transmit, route and make available through Bank's agencies, systems, third-party financial institutions and/or Third-Party Providers, payment files and records, information regarding accounts, and transactions designated by Customer.

(iii) **Duplicates**. In the event Bank detects a duplicate payment file submitted by Customer, Bank is hereby authorized to automatically suspend processing such duplicate files until further instruction from Customer. Bank will notify Customer of such detected duplicate files. However, for clarification, the foregoing shall not impose on Bank any responsibility to detect duplicate files. For every payment file that is submitted to Bank through the Integrated Payables Web Service, the system will automatically perform duplicate file checking. The system will compare the submitted payment file with all past payment files processed for Customer to check for any possible matches based on the total dollar amount and the total number of payment records in the file. If a match is detected, processing of the submitted payment file is automatically suspended. Bank will visually inspect both the submitted payment file and the matching duplicate file to verify if the payment records in the two (2) files are truly identical. Bank will review the Payee Names, Payment

Numbers, Payment Amounts, and Payment Dates in both files. Once the review has been completed, if the submitted file is not identical to the previously processed matching files, the file will be released for processing. In the event that the submitted file is a duplicate file, Bank will contact Customer and inquire if the file should be released or cancelled out of the system. Bank reserves the right to make reasonable changes to the duplicate file checking process.

(d) Orders and Payment Instructions.

(i) **Customer's Responsibility**. Customer is responsible for providing instructions to Bank and any other financial institutions that will input account information into the Integrated Payables Web Service, or process orders or instructions.

(ii) **File Formats**. Customer shall provide Bank with a sample payment data file and corresponding record layout prior to receiving the Integrated Payables Web Service. For all payment instructions transmitted to Bank using the Integrated Payables Web Service, files must conform to the sample payment data file that Customer provides to Bank, and that Bank approves. Failure to conform to the sample payment data file will result in the payment request being rejected and a notice of such rejection will be sent to Customer by Integrated Payables Web Service as agreed upon by Customer and Bank. Bank will provide a confirmation to Customer via the Integrated Payables Web Service once the payment has been successfully processed. It is Customer's responsibility to contact Bank at the phone number provided in the applicable User Guide if Customer did not receive a confirmation or rejection of a payment that it requested.

(iii) **Notifications**. Bank will electronically notify Customer of file processing status.

(iv) **Data Storage**. Bank will store Customer's payment data information in its database for archival. The most recent twelve (12) months of payment history will be available to Customer via the Integrated Payables Web Service.

(e) Customer's Additional Representations and Warranties.

(i) **Customer Representations and Warranties**. Customer represents and warrants to Bank that Customer:

(A) will limit access to and usage of the Integrated Payables Web Service and related documentation, including the User Guide for the Integrated Payables Web Service (collectively "**Documentation**") to those Users who are authorized to use the Integrated Payables Web Service and who require access to the Integrated Payables Web Service to perform their jobs;

(B) will use the Integrated Payables Web Service and Documentation solely to conduct its business and solely in the ordinary course of its business operations;

(C) will ensure that Users or permitted agents will use the Integrated Payables Web Service only in accordance with the Documentation;

(D) and shall not do, or attempt to do, nor permit any other person or entity to do any of the following:

(E) use any Proprietary Property for any purpose, at any location or in any manner not specifically authorized by the Service Terms for the Integrated Payables Web; or

(F) make any or retain any copy of any Proprietary Property except as specifically authorized by the Service Terms for the Integrated Payables Web; or

(G) create or recreate the source code for the Integrated Payables Web Service, or re-engineer, reverse engineer, decompile or disassemble the IPW Software; or

(H) modify, adapt, translate or create derivative works based upon the IPW Software or Documentation, or combine or merge any part of the IPW Software or Documentation with or into any other software or documentation; or

(I) refer to or otherwise use any Proprietary Property as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of IPW Software, or (ii) to compete with Bank; or

(J) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Property, or fail to preserve all copyright and other proprietary notices in any copy of any Proprietary Property made by Customer;

(K) sell, market, license, sublicense, distribute or otherwise grant to any person or entity, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Property provided by Bank;

(L) use the IPW Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person or entity, whether on a fee basis or otherwise; or

(M) share screen shots of the IPW Software with any person(s) who is not a User.

(ii) **No Guarantees**. Customer represents that Bank has made no guarantees, warranties or representations about the security or reliability of using the internet as a means of obtaining access to the Integrated Payables Web Service.

(f) Limitation of Liability. NOTWITHSTANDING ***SECTION I.L.2.1(b) OF THIS MASTER AGREEMENT***, EXCEPT FOR A THIRD-PARTY CLAIM FOR INFRINGEMENT UNDER ***SECTION I.H.1(b)(vi) OF THIS MASTER AGREEMENT***, BANK'S TOTAL LIABILITY UNDER THESE INTEGRATED PAYABLES WEB SERVICE TERMS SHALL UNDER NO CIRCUMSTANCES EXCEED THE FIRST SIX (6) MONTHS FEES ACTUALLY PAID BY CUSTOMER TO BANK UNDER THESE INTEGRATED PAYABLES WEB SERVICE TERMS.

10. **Comerica's Vendor Payment Registration Assistance Service for Integrated Payables Web Service.**

Comerica's Vendor Payment Registration Assistance Service for Integrated Payables Web ("**IPW Registration Assistance Service**") is an optional service for customers who elect ACH and/or Comerica Commercial Card™ as a payment type(s) for the Integrated Payables™ Web Service. The purpose of the IPW Registration Assistance Service is to register customer's vendors to support payments by ACH and/or Comerica Commercial Card™.

(a) Additional Services Required. To use the IPW Registration Assistance Service, Customer must receive the Integrated Payables Web Service and one or more of the following: (a) Comerica Commercial Card Service™; and/or (b) ACH Services. By using the IPW Registration Assistance Service, Customer agrees to the Service Terms for the Integrated Payables Web Service, the Service Terms for ACH Services (if applicable) and the terms and conditions of the Comerica Commercial Card™ Service Agreement (if applicable).

(b) Authorization.

(i) Customer authorizes Bank to contact Customer's designated vendors in furtherance of migration of such vendors to process payments via ACH drawn against Customer's Designated Account and/or via Customer's designated Comerica commercial card ("**Vendor Card**") which can include single-use virtual cards or assigned Vendor Cards, as applicable.

(ii) For purposes of the Service Terms for IPW Registration Assistance Services, all references to "Bank" shall include Bank's Third-Party Providers.

(c) Vendor IPW Registration Assistance Responsibilities.

(i) Bank will assist Customer in registering vendors for accepting ACH and/or Vendor Card for payments. Bank reserves the right to limit the number of vendors included in the IPW Registration Assistance Service. Bank will provide to Customer the period during which Bank will provide the IPW Registration Assistance Service.

(ii) Customer will provide complete and updated contact information for each vendor in the vendor registration file. Bank must be able to rely solely on the vendor contact name and phone number information that Customer provides. If, however, incomplete or outdated vendor contact information is provided by the Customer, Bank may, at its discretion, attempt to: (A) take steps to contact the vendor to determine on Customer's behalf the department and individual who is to receive Payment Information (defined below); or (B) identify the appropriate department and individual by conducting a basic internet search.

(iii) Upon receipt of Customer's vendor registration file that includes all the information requested by Bank for the IPW Registration Assistance Service, Bank will contact each vendor contact person using the name and telephone number provided by Customer.

(iv) Bank will make at least two (2) attempts to reach the appropriate department and individual based upon the information Customer provided or that Bank obtained directly from the vendor or by doing a basic internet search for the vendor during the IPW Registration Assistance Service period.

(v) Bank will provide Customer with confirmation periodically of each vendor's status to receive payment by ACH and/or Vendor Card. Bank does not guarantee that any vendor will accept payment by ACH and/or Vendor Card.

(vi) If a vendor agrees to receive payments from Customer via ACH and/or Vendor Card: (A) for ACH transactions, vendor will register and provide an account number and routing instructions using the Integrated Payables portal; (B) for single-use virtual card transactions, vendor will register and receive Vendor Card account information using the Integrated Payables portal; (C) for assigned Vendor Card transactions, vendor will register using the Integrated Payables portal. Bank will provide the vendor with a Vendor Card account number, expiration date and card verification code.

(vii) The information Bank provides to the vendor, and vendor provides in accordance with ***Section 9.(c)(vi)*** shall be collectively referred to as "**Payment Information**."

(viii) If for any reason vendor is unable to use that Payment Information to receive payment, Bank assumes no liability. The vendor must contact Customer directly for error resolution.

(ix) By authorizing a Vendor Card payment, Customer agrees that the Payment Information is correct.

(d) Limitation of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***:

(i) Bank assumes no liability for any errors in vendor registration if: (A) vendor registration is conducted by anyone other than Bank; or (B) registration information and Payment Information is validated by Customer.

(ii) Bank assumes no liability for the actions of Customer or the vendor.

11. **Controlled Disbursement Service.** Comerica's Controlled Disbursement Service ("**Controlled Disbursement Service**") is a solution offering businesses and government agencies greater control over general disbursements. The Controlled Disbursement Service provides customers same-day notification of the amount of disbursements clearing that day via Comerica Bank's information reporting systems. Required funds are drawn from a predetermined funding account so that customers know exactly what charges to expect on a given day. The Controlled Disbursement Service enables customers to better manage funds for optimal return, minimizing idle balances in their accounts.

(a) Definitions. For purposes of Service Terms for the Controlled Disbursement Service: "**Funding Bank**" means Comerica Bank; "**Disbursing Bank**" shall mean Comerica Bank and Trust, N.A. Funding Bank and Disbursing Bank are collectively referred to as "Bank."

(b) Opening and Maintaining Accounts. Customer will complete and execute deposit account documents requested to open: (a) a controlled disbursement account drawn on Disbursing Bank ("**Disbursement Account**"); and (b) a commercial demand deposit checking account held at Funding Bank ("**Funding Account**").

(c) The Disbursement Account.

(i) **Deposits**. The Disbursement Account is intended to be a zero balance account, meaning no deposits, including ACH credits or incoming wire transfers for credit, are to be made directly into the Disbursement Account. However, if from time to time an incoming deposit is received, the Disbursing Bank may accept the deposit and, at its option, transfer such deposit to the Funding Account.

(ii) **Debits**. Only check transactions (checks drawn against the Disbursement Account) and ACH debits are expected to occur in connection with the Disbursement Account. While the Disbursing Bank may accept drawn down wires against the Disbursement Account, it is under no obligation to do so, and such transactions will not be reported under the Controlled Disbursement Service. The only type of transactions intended for the Disbursement Account are checks drawn by Customer on the Disbursement Account and ACH debits. The Customer should not initiate wires of any kind, ACH credits or any other types of credit transactions from the Disbursement Account, nor direct others to initiate such transactions against the Disbursement Account.

(iii) **Guaranteed or Standard Presentment**. Bank will determine, based on risk rating, if Customer will be setup with guaranteed or standard presentment and will notify Customer in writing of the presentment type.

(d) Customer Authorization. Customer authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing the Controlled Disbursement Service. Without limiting the foregoing, Customer expressly authorizes Bank to obtain access, from time to time, to all records of the Disbursement Account. Customer hereby authorizes Funding Bank to disclose to Disbursing Bank such information concerning Customer's affairs as Funding Bank may deem appropriate.

(e) Check Numbers. Customer will not at any time issue more than one (1) check with any given check number. If check number duplication occurs, Customer will pay Disbursing Bank its reasonable Fees for any resultant extra or special processing.

(f) Presentment. Upon presentment of any check drawn on the Disbursement Account for certification, Bank may, at its sole discretion, offer to issue to the party presenting such check a cashier's check in an amount not to exceed the dollar value of the presented check.

(g) Report of Incoming Debit**s**. Disbursing Bank will, on each Business Day, inform Funding Bank of the total aggregate amount of all checks and other debits, net of adjustments ("**Total Clearings**"), and other Charges ("**Items**") to be posted to the Disbursement Account. Provided that such information is made available to Bank, Bank will make this information available to Customer each day not later than the time established in the User Guide for the Controlled Disbursement Service.

(h) The Funding Account. Customer agrees not to close the Funding Account without the express written consent of Bank. Customer agrees to maintain sufficient Available Funds in the Funding Account to fund each authorized debit effected by Bank for the purpose of transferring funds to Disbursing Bank for credit to the Disbursement Account. Bank is authorized to debit the Funding Account in an amount equal to an estimate of the following day's Total Clearings and to transfer funds in that amount to Disbursing Bank for credit to the Disbursement Account. If the balance in Customer's Funding Account is insufficient to cover the Total Clearings, Customer authorizes Bank to transfer funds from any of Customer's accounts at Bank to reimburse Bank for the deficit. Overdrafts which may be allowed by Bank, in its sole and absolute discretion, shall be an obligation of the Customer. Bank is not obligated to allow such overdrafts and may discontinue allowing overdrafts without prior notice to Customer, even if such action would cause items from the Disbursement Account to be returned unpaid.

(i) Daily Dollar Limit. A daily dollar limit for the Total Clearings ("**Dollar Limit**") may be established by Bank, in its sole discretion, from time to time with respect to the Disbursement Account. The Disbursing Bank will have no obligation to pay Items in excess of the Dollar Limit. Bank may, at any time, either orally or in writing, notify Customer of any change made by Bank in the Dollar Limit, and Customer agrees that any such notice shall, for all purposes, be deemed reasonable notice. Establishment of the Dollar Limit should not be interpreted or construed by Customer as a commitment or agreement by Bank to provide any credit or loans to Customer, nor an agreement or commitment to debit the Funding Account if doing so would create a negative collected balance.

(j) Unavailable Funds. At its sole discretion, Bank may advance funds to cover all or part of the daily Total Clearings upon demand. Customer agrees to pay to Bank any amount so advanced plus interest and fees as stated in the applicable Deposit Contract, this Master Agreement, or as otherwise agreed in writing by Customer and Bank.

(k) Special Circumstances. Customer acknowledges that Bank may at times be unable to provide a report of the Customer's Total Clearings early enough for Customer to make a complete and accurate funding of the Funding Account. Customer, nevertheless, agrees to fund the Funding Account based on an estimate by Bank of the Total Clearings and to be liable for any deficit.

(l) Return of Unpaid Items. Funding Bank reserves the right, in its sole discretion, to instruct Disbursing Bank to return unpaid any or all Items presented for payment against the Disbursement Account in the event that: (a) there are insufficient Available Funds on deposit in the Funding Account by the established deadline to fund the actual or estimated Total Clearings; (b) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or (c) any communications failure or other condition prevents Funding Bank from monitoring Customer's Dollar Limit and/or the Items presented for payment at Disbursing Bank.

(m) Stop Payment Orders. Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with the terms of Funding Bank's and Disbursing Bank's procedures. Bank's obligations with respect to such an order shall be limited to conveying such order to the Disbursing Bank promptly, through such intermediaries including Affiliates, in enough time to give the Disbursing Bank a full Business Day in which to act on any stop payment order. Funding Bank or Disbursing Bank shall not be liable for payment of any Item under a stop payment order during such time.

(n) Disbursing Bank's Duties, Limitation of Liability and Customer Indemnification. For avoidance of doubt, the limitation of liability and indemnification provisions in ***Section I.L. of this Master Agreement*** apply to both Disbursing Bank and Funding Bank. Funding Bank shall not be liable for any acts or omissions of Disbursing Bank. Customer agrees that Disbursing Bank's liability for the Controlled Disbursement Service shall be limited to the same extent as that of Funding Bank. Customer further agrees to Indemnify Disbursing Bank for the Controlled Disbursement Service and its performance of the duties described in the Service Terms for the Controlled Disbursement Service to the same extent as Customer is obligated to Indemnify Funding Bank.

12. **Comerica Treasury Payments Integrated Payables™ Service.** Comerica Treasury Payments Integrated Payables™ Service ("**Treasury Payments Integrated Payables Service Schedule**") provides customers with access to a transaction based service that enables them to direct Bank and/or its agents to transmit payment requests drawn on customers' designated Bank account(s) by file delivery.

(a) Services Available Through Comerica Treasury Payments Integrated Payables™. Customer will only be able to use the Comerica Treasury Payments Integrated Payables™ Service to access and use the payment types available through the Comerica Treasury Payments Integrated Payables™ Service ("**Payment Types**") that Customer has selected in the Implementation Agreement and/or agreed to in a Separate Agreement as required by Bank. By selecting a Payment Type in the Implementation Agreement and/or a Separate Agreement or by using the Treasury Payments Integrated Payables Service, Customer acknowledges that it has reviewed the Service Terms for the applicable Payment Type (including those contained within a Separate Agreement, where applicable), Customer agrees to the Service Terms for the applicable Payment Type, and such applicable terms for the Payment Type are incorporated into and made a part of the Service Terms for the Treasury Payments Integrated Payables Service. Payment Types available for use with the Treasury Payments Integrated Payables Service currently include: (i) Treasury Management Wire Transfer; and (ii) Account to Account Transfer.

(a) Access. Customer may access and use the Treasury Payments Integrated Payables Service through Comerica Treasury Payments®. By using the Treasury Payments Integrated Payables Service with Comerica Treasury Payments®, Customer agrees to the Service Terms for Comerica Treasury Payments® and such terms are incorporated into and made a part of the Service Terms for the Treasury Payments Integrated Payables Service by this reference.

(b) Authorization. Customer authorizes Bank to act as its agent for the Payment Type(s) Customer initiates using the Treasury Payments Integrated Payables Service. Bank is authorized to store, process, transmit and make available through Bank's agencies and systems, third party financial institutions and Third-Party Providers, information regarding accounts and transactions designated by Customer in connection with the Treasury Payments Integrated Payables Service.

(c) Acknowledgments and Confirmations. By default, Bank will provide Customer with one (1) or more acknowledgements and confirmations (each a "**Notice**") for payments made by Customer using this Treasury Payments Integrated Payables Service. Customer may elect to opt out from receipt of any or all of these Notices. In the event Customer elects to opt-out from the receipt of any or all of these Notices, Customer releases and holds Bank harmless from any liability as a result of this request.

(d) Payment Instructions. For all payment instructions transmitted to Bank using the Treasury Payments Integrated Payables Service, files must contain all mandatory fields as further described in the applicable User Guide(s). Failure to include any mandatory field, or the submission of an invalid mandatory field, will result in the payment request being rejected and a notice of such rejection will be sent to Customer via the Treasury Payments Integrated Payables Service as agreed upon by Customer and Bank. At Customer's option, Bank will provide a confirmation to Customer via the Treasury Payments Integrated Payables Service indicating the payment has been successfully processed or forwarded for processing. It is Customer's responsibility to contact Bank at the phone number provided in the applicable User Guide(s) if Customer does not receive a confirmation or rejection of a payment that it requested.

(e) Next Business Day. Customer understands and agrees that certain information and transactions are not processed by Bank until after the close of the Business Day and therefore such information and transactions may not be reported by the Treasury Payments Integrated Payables Service until the next Business Day.

(f) Use Limitations. Customer represents and warrants to Bank that Customer: (a) will access and use the Treasury Payments Integrated Payables Service solely to conduct Customer's business; and (b) will limit access to the Treasury Payments Integrated Payables Service to those Customer employees and agents who require access to perform their jobs. Customer is responsible for providing instructions to Bank, other financial institutions and any Third-Party Provider who will input account information into the Treasury Payments Integrated Payables Service or process orders or instructions. Any orders, instructions or other communications received by Bank via the Treasury Payments Integrated Payables Service, using the Security Procedures applicable to the Treasury Payments Integrated Payables Service, will be deemed by Bank as received from Customer.

(g) Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, in addition to the limitations of liability setforth in ***Section I.L.1. of this Master Agreement***, the following limitations apply. Customer agrees that Bank and Third-Party Providers will not be liable for any loss or damage arising, directly or indirectly, in whole or in part, from any:

(i) inaccurate or incomplete data in the input of an order, instruction, or other communication by Customer, or Customer's failure to format any such order, instruction or communication as required by Bank;

(ii) failure by Customer to obtain a confirmation or rejection of an order or instruction;

(iii) cancellation or attempted cancellation by Customer of an order or instruction;

(iv) errors or omissions resulting from Bank's conversion of an order or instruction received from Customer or any Third-Party Provider;

(v) inaccurate or incomplete information received from Customer, another financial institution, or a Third-Party Provider;

(vi) temporary interruptions in Bank's or any other entity's information systems;

(vii) inability to access the Integrated Payables Service, or a Service accessible though the Treasury Payments Integrated Payables Service through the use of the internet or other communications delivery systems; or

(viii) unauthorized use of the Treasury Payments Integrated Payables Service, or a Service accessible though the Treasury Payments Integrated Payables Service, by Customer or its officers, employees, agents, or third parties.

13. **Electronic Data Interchange Service.** Comerica's Electronic Data Interchange Service ("**EDI Service**") provides electronic data transfer of business information through Bank's ACH, Lockbox, and/or Treasury Management Wire Transfer Services. Payment related remittance data is attached to the customer's payment transactions in standardized formats established by the Accredited Standards Committee (ASC) of the American National Standards Institute (ANSI). The EDI Service offers three options: Origination, Receipt, and Translation, each of which is described below.

(a) Definitions. All capitalized terms used but not defined in the Service Terms for the EDI Service shall have the meanings ascribed to them in the Nacha Rules.

(b) Service Options. Customer may elect to receive one or more of the following EDI Service options within the EDI Service:

(i) **EDI Origination Service**. The EDI Origination Service allows addenda records to be passed containing payment remittance information attached to wires and/or originated ACH Entries to transfer through the wire and ACH Direct Send processes to Beneficiary/Receiver accounts. This option requires Customer to use ACH Services and/or Treasury Management Wire Transfer Service. By using the EDI Service with ACH Services and/or Treasury Management Wire Transfer Service, Customer agrees to the Service Terms for ACH Services and/or Treasury Management Wire Transfer Service, as applicable, and such applicable terms are incorporated into and made a part of the Service Terms for the EDI Service by this reference

(ii) **EDI Receipt Service**. The EDI Receipt Service provides payment related remittance information for incoming wire, lockbox and/or ACH items sent to Bank. The data can be communicated in an electronic transmission or online through Comerica Treasury Payments® or Comerica Integrated Payables™. This option requires Customer to use Comerica Treasury Payments® and/or Comerica Integrated Payables™. By using Comerica Treasury Payments® and/or Comerica Integrated Payables™, Customer agrees to the Service Terms for Comerica Treasury Payments® and/or Comerica Integrated Payables™, as applicable, and such applicable terms are incorporated into and made a part of the Service Terms for the EDI Service by this reference. Customer may elect to receive a hardcopy advice by fax or hard copy sent via mail the next Business Day after Bank receives the data.

(iii) **EDI Translation Service**. The EDI Translation Service provides the translation of data to and/or from Customer's own proprietary format, ANSI, Bank Administration Institute (BAI) or flat file standard formats to and/or from the EDI standard file format.

(c) Processing Data Transmissions. Customer may originate or receive data transmissions that consist of financial information; provided such transmissions comply with Bank's processing requirements and Security Procedures for this EDI Service that are set forth in the Service Terms for the EDI Service. Failure to comply with the processing requirements and Security Procedures will relieve Bank of any obligation to process any transmission submitted or received as part of this EDI Service.

(d) Limitation of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***, Bank will not have a duty to interpret the content of any data transmitted to it for or on Customer's behalf, except to the limited extent, if any, expressly required by the Service Terms for the EDI Service. The legal relationships between Customer and its trading partners will be governed by the terms of the EDI contracts between Customer and its trading partners and will not be binding on Bank. Bank will not have a duty to know or enforce the terms of any agreement between Customer and its trading partners.

14. **Multibank Payment Request Service.** Comerica's Multibank Payment Request Service ("**Multibank Service**") permits customers to relay instructions through Bank to other financial institutions to transfer funds from an account held by the customer at that institution. Each such instruction is a "**Request**".

(a) Additional Services Required. To use the Multibank Service, Customer must receive the Comerica Integrated Payables™ Service and/or Comerica Integrated Payables Web™ Service. By using the Multibank Service with Comerica Integrated Payables™ Service and/or Comerica Integrated Payables Web™ Service, Customer agrees to the Service Terms for the Comerica Integrated Payables™ Service and/or Comerica Integrated Payables Web™ Service, as applicable, and such applicable terms are incorporated into and made a part of the Service Terms for the Multibank Service by this reference.

(b) Authorization. Customer must provide each financial institution to which Bank sends Requests using the Multibank Service with express, written authorization to act on payment Requests that Bank sends to such institution under the Multibank Service. At Bank's request, Customer will provide Bank with a copy of any such written authorization to another institution.

(c) Format. Bank has no duty to act on a Customer's Request if: (a) for Requests submitted via the Comerica Integrated Payables™ Service, such Request does not comply with Bank's format specifications in the Comerica Integrated Payables™ Service User Guide(s); and (b) for Requests submitted via Comerica Integrated Payables Web™ Service, such Request does not comply with the format agreed upon between Customer and Bank in the Service Terms for the Comerica Integrated Payables Web™ Service. Customer authorizes Bank to reformat Requests as necessary for processing. However, Bank has no duty to reformat a Request, or to transmit Requests to other financial institutions, if the Request does not comply strictly with the format specifications, is defective, incomplete, or erroneous, or otherwise is inconsistent with the Service Terms for the Multibank Service.

(d) Authority. Bank may act on any Request using the Multibank Service as Bank considers appropriate, notwithstanding (a) any error, omission, defect, or lack of clarity in the terms of the Request; or (b) that the Request appears to duplicate one or more other Requests made using the Multibank Service.

(e) Requests. Upon receipt of Customer's Request, Bank will transmit Customer's Request to the designated financial institution, subject to the terms of this Master Agreement and the Business Day schedules for Bank, SWIFT, and such other financial institution. Bank will take reasonable steps to assure that a Request that Customer properly transmits to Bank is transmitted to the financial institution designated by Customer, but Bank has no responsibility for any act or omission by such financial institution, including any failure of funds to reach the intended payee. For clarification, a Request made by Customer using the Multibank Service is not a "**Payment Order**" as that term is defined in the Service Terms for the Treasury Management Wire Transfer Service.

(f) Changes and Cancellations. If Customer wishes to cancel or amend a Request made using the Multibank Service, Customer must contact the financial institution to which the Request is directed and act in accordance with that institution's procedures.

15. **Real-Time Payment Service.** Comerica's Treasury Management Real-Time Payment Service ("**RTP Service**") allows customers to originate real-time Payment Messages, Payment Message Responses and Payment-related Messages to participating receiving financial institutions in the United States. Comerica will transact real-time Payment Messages, Payment Responses and Payment-related Messages via the RTP® network owned and operated by The Clearing House ("**TCH**") or similar networks at its sole discretion. Real-time Payment Messages are only available for transactions between U.S. based accounts at financial institutions participating in the RTP® network.

(a) Access. The RTP Service is accessible through Comerica Treasury Payments®. By using the RTP Service with Comerica Treasury Payments®, Customer agrees to the Service Terms for Comerica Treasury Payments® and such terms are incorporated into and made a part of the Service Terms for the RTP Service by this reference.

(b) RTP System Rules. The RTP Service is subject to the Real-Time Payments Participation Rules and Real-Time Payments Operating Rules as issued and amended from time to time by TCH (collectively, "**RTP System Rules**"). By using the RTP Service, Customer agrees to comply with the then current version of the RTP System Rules.

(c) Definitions Specific to RTP Service. Unless otherwise defined in the Service Terms for RTP Service the words, phrases and definitions used but not defined in the Service Terms for RTP Service shall have the meaning ascribed to them in RTP System Rules.

(d) Authorizations and Service Offerings.

(i) **Method**. Customer authorizes Bank to process Customer's Payment Messages, Payment Message Responses and Payment-related Messages by any method Bank deems appropriate.

(ii) **Transfer of Funds**. Customer authorizes Bank to transfer funds in accordance with the Service Terms for the RTP Service.

(iii) **All Payment Orders**. For all Payment Instructions Customer submits to Bank, Customer authorizes Bank to debit Customer's Designated Account in U.S. Dollars for the U.S. Dollar amount indicated in Customer's Payment Instruction.

(iv) **Fees**. Customer authorizes Bank to debit Customer's Designated Account for Bank's Real-Time Payment Services Fees and Charges, as applicable.

(v) **Fraud Monitoring**. Customer acknowledges that fraud detection software will be used with the RTP Service and may cause delays in the processing of Payment Messages. Payment Messages suspected for fraud and authorized outside of standard banking hours may be held over to the next Business Day.

(vi) **Returns**. Customer acknowledges that RTP Payments are final and irrevocable and that Receivers are under no obligation to return the funds received including funds related to an erroneous RTP Payment or an RTP Payment made in response to a fraudulent Request for Payment. The Request for Return of Funds message can be used to correct various errors between the Parties to a funds transfer. In addition to the Indemnification obligations in ***Section L.4 of the Master Agreement***, Customer agrees to Indemnify Bank in connection with all Losses related to the RTP Payment and the request.

(vii) **Cancellations and Delays**. Customer acknowledges that Payment Messages and other messages may be rejected or delayed for any reason including, when necessary for risk management, fraud review, legal compliance or other reasons; and Bank shall have no liability to Customer for any rejections or delays. Bank will provide notification of such action through standard reporting channels.

(viii) **Requests for Payment**. Bank's RTP Service permits Customers to deliver Request for Payment messages electronically to third parties who have RTP capabilities available to them through their financial institution. Customer acknowledges and agrees that if it requests Bank to send a Request for Payment Message: (A) the Request for Payment Message will only be made to request payment for a current sale or transaction or amount due, owed or otherwise agreed to be paid to Customer; (B) Customer shall not engage in deception of any kind to induce the Message Receiver to make a Payment; (C) Customer will not use language in a Request for Payment Message that could reasonably be perceived by the Message Receiver as threatening or intimidating; (D) Customer will not send the Request for Payment Message or subsequent messages within a timeframe that could reasonably be perceived by the Message Receiver as harassing; and (E) Customer shall provide Bank with information and documentation to support its Request for Payment and its compliance with Legal Requirements within five (5) Business Days of receiving a request from Bank, unless a shorter time is required for Bank to timely respond to a Message Receiving Participant in compliance with the RTP Rules. Customer shall be responsible for all Losses incurred by Bank in connection with Customer's Request for Payment Messages.

(e) Discovery of Unauthorized Payment Orders and Liability. Bank will provide an acknowledgement of each Payment Message processed through the RTP® network. Customer agrees to exercise ordinary care on the basis of the information available to Customer to discover any payment which Customer did not make or authorize. Customer agrees to notify Bank of the relevant facts for an unauthorized RTP Payment within a reasonable time, which Customer agrees will not exceed thirty (30) days from the earlier of: (i) the date Bank sent or otherwise provided confirmation that the Payment Message was processed through the RTP® network; or (ii) the date a statement was sent showing that the RTP Payment was debited or drawn on the Designated Account. Customer agrees to waive any other time period which might otherwise apply for providing such notice to Bank. If Customer fails to notify Bank within the time period stated in this ***Section 5*** of an enforceable, but allegedly unauthorized Payment Message, Customer agrees that Bank will not be liable for any subsequent similar enforceable, but allegedly unauthorized, Payment Message.

(f) Amount of Payment Order and Fees. Customer is obligated to pay and Bank shall debit Customer's Designated Account for the amount of each authorized Payment Instruction at the time Customer's Payment Message is originated. If Customer does not have sufficient Available Funds in the Designated Account when Bank receives the Payment Instruction and at the time the Payment Message is originated, Bank may exercise Bank's rights in ***Section E.1(b) of the Master Agreement*** in addition to any other rights available under applicable Legal Requirements.

(g) Limitations of Liability. Notwithstanding anything in the Agreement to the contrary, in addition to the limitations of liability set forth in ***Section L.1 of the Master Agreement***, the following limitations apply:

(i) **Limitation of Liability**. Bank will not be liable for:

(A) detecting duplicate Payment Instructions, Payment Messages, Payment Message Responses, or Payment-Related Messages;

(B) detecting errors contained in any Payment Instructions, Payment Messages, Payment Message Responses, or Payment-Related Messages;

(C) determining whether the Receiver or Receiving Participant is the one Customer intended;

(D) any acts or omissions of the Receiving Participant, including but not limited to its failure to: (i) sending an acknowledgement, (ii) timely credit the Receiver, and/or (iii) identify the Receiver to whom it gave Payment Message;

(E) failure of the funds to reach the intended payee or Receiver;

(F) Bank's failure or refusal to refund to Customer the amount of the Fees, Charges or Payment Instruction paid to Bank, unless Bank has obtained a refund of the Payment Message; and/or

(G) any Customer transaction or request that is improper, illegitimate, deceptive, threatening, intimidating, or harassing.

(ii) **Recoverable Damages**.

(A) Bank's liability to Customer, any intended beneficiary or any third party in performing or failing to perform the RTP Service described in the RTP Service Terms, if any, will be limited as stated in the Master Agreement, except if a Payment Message that is subject to is originated but is proven not to have complied with the Security Procedure or was not otherwise authorized by Customer, and if Bank receives notification within the period required under ***Section 5*** above, Bank's liability and Customer's liability will be governed by the applicable provisions of Article 4A or a version of it (such as Chapter 4A or Division 11) of the Uniform Commercial Code, as enacted in the state where the Payment Order is received by Bank and where it is paid, as modified by the Service Terms for the RTP Service.

(B) Unless otherwise required by Law, if Bank is liable to Customer for compensable damages that are recoverable under the Service Terms for the RTP Service for Payment Messages, Payment Response Messages, and Payment-Related Messages, Customer agrees that such liability will not exceed the lesser of the amount of the Payment Instruction for which Bank debited Customer's Designated Account, or Customer's actual provable and foreseeable damages.

(h) <u>Representations and Warranties</u>. Customer is deemed to make the same representations and warranties to Bank that Bank makes under the RTP Rules and other Legal Requirements to other participating financial institutions in the RTP System with respect to each transaction and request made by Customer. In addition, Customer represents and warrants that:

(i) each transaction and request submitted through the RTP Service: (A) is made in accordance with the RTP System Rules; and (B) does not violate applicable Legal Requirements; and

(ii) each time that Customer requests Bank to submit a Request for Payment, the request (A) is made for a legitimate purpose (as defined by the RTP Rules); and (B) is not part of a fraudulent scheme to induce a payment; harassing, or otherwise unlawful including violations of prohibitions on unfair, deceptive, or abusive acts or practices established by applicable Legal Requirements.

(i) <u>Customer Indemnity</u>. In addition to any other Indemnification obligations under the Service Terms for the RTP Service, Customer shall Indemnify Bank in connection with any third-party allegation that a Payment Message contravenes or compromises the rights, title or interest of any third party and/or contravenes any Legal Requirements, court order or other mandate or prohibition with the force or effect of Law.

(j) <u>Limitations</u>. Customer shall not originate Payment Messages on behalf of third parties. Customer acknowledges that the amount of each RTP Payment is subject to limitations established by Customer and by the RTP System Rules.

16. **<u>Comerica's Returned Items Service</u>.** Comerica's Returned Items Service ("**Returned Items Service**") provides image replacement documents or original returned checks that were previously deposited to an account, and offers the options listed below in regard to those returned items.

(a) <u>Providing the Service</u>. Bank will provide to Customer an image of each returned item that had been previously deposited to a Designated Account. In addition, Bank will provide, at Customer's election: (a) fax notification or telephone notification of returned items; (b) electronic transmissions containing specific information about the returned items; (c) duplicate advices with images of returned items by mail or fax, and/or Bank will re-present one (1) time every item that meets the re-presentment criteria made available by Bank and selected by Customer.

(b) <u>Available Options</u>. To receive the Returned Items Service, Customer shall select one (1) of the following options, and in addition may elect additional features that Bank may offer from time to time. Bank will image all returned items that were previously deposited to Customer's Designated Account and perform one (1) or more of the following options, as selected by Customer, on the Business Day following Bank's receipt of proper notification that an item was returned by the drawee financial institution.

(i) **Re-present Returned Items Based on Predetermined Criteria**. If Customer selects this option, Bank will cause each returned item that meets Customer's predetermined criteria to be re- presented to the drawee bank one (1) time. Returned items that will not be re-presented are those that do not meet the Federal Reserve criteria for re-presentment, e.g., items returned with a designation such as "account closed" or "deceased payee". If the re-presented item is paid, credit to the Designated Account will be posted in accordance with the terms of the Deposit Contract governing the Designated Account. If a returned item is returned a second time, Bank will charge such item to the Designated Account to which it was originally deposited unless Customer instructs Bank to charge such item to another account. Customer agrees that if it elects to re-present an item, which includes the re-presentment of that item to the drawee bank, such action could affect Customer's ability to collect the item from the maker due to the passage of time or otherwise. Customer understands and accepts this risk and hereby releases Bank from any liability, loss or damages whatsoever, resulting from any default procedures or proceeding caused by the re-presenting of such returned items.

(ii) **Fax Notification of Returned Items (First Return and/or Second Return)**. Each Business Day on which Bank receives a returned item for the Designated Account, Bank will fax a copy of the front and back of each returned item to Customer at the fax number designated by Customer. Bank's only duty is to fax the notification to the number provided by Customer. If Bank fails to receive a confirmation indicating delivery of the fax, Bank may, but shall not be under any obligation to, attempt to fax the notification an additional time.

(iii) **Telephone Notification of Returned Items**. Each Business Day on which Bank receives a returned item for the Designated Account, Bank will telephone Customer at the number designated by Customer and provide information about each returned item. Bank's only duty is to make the telephone call and provide the return item information, and, if the call is answered by a recording, to leave a message to call Bank and the telephone number to call. If there is no answer, Bank has no further duty.

17. **<u>Treasury Management Wire Transfer Service</u>.** Comerica's Treasury Management Wire Transfer Service ("**Wire Service**") allows customers to receive funds from senders and originate funds transfers, including payments, to beneficiaries in the U.S. and authorized foreign countries. Comerica will transact funds transfers via Fedwire, SWIFT, or similar networks at its sole discretion. Funds transfers are not available to or from all countries, including countries subject to U.S. regulatory restrictions.

(a) <u>Access</u>. The Wire Service is accessible through Comerica Treasury Payments® and/or Comerica Treasury Mobile®. By using the Wire Service with Comerica Treasury Payments® and/or Comerica Treasury Mobile®, Customer agrees to the Service Terms for Comerica Treasury Payments® and/or Comerica Treasury Mobile®, as applicable and such terms are incorporated into and made a part of the Service Terms for the Wire Service by this reference.

(b) Additional Services May Be Required. The Wire Service is provided through the Comerica Integrated Payables™ Service, Comerica Integrated Payables Web™ Service and/or Electronic Data Interchange Service. By using the Wire Service with the Comerica Integrated Payables™ Service, Comerica Integrated Payables Web™ Service and/or Electronic Data Interchange Service, Customer agrees to the Service Terms for such Service, and such terms are incorporated into and made a part of the Service Terms for the Wire Service by this reference.

(c) Definitions Specific to Wire Service. Unless otherwise defined in this Master Agreement, capitalized words, phrases and definitions used in the Service Terms for the Wire Service have the meaning ascribed to them in UCC 4A. To the extent any of the definitions of terms described below conflict with the definitions ascribed to them elsewhere in the Service Terms for the Wire Service, the definitions below shall prevail as to the Wire Service.

(i) **Authorized Account:** The Designated Account that Customer designates in the Payment Order which Bank may debit, draw on or otherwise receive payment for processing a Payment Order. If there are insufficient Available Funds in an Authorized Account, Bank may exercise its rights in ***Section I.E.1(b.) of this Master Agreement***.

(ii) **Execute:** To carry out a Payment Order to completion. If Bank is also the beneficiary's bank, the term "Execute" includes Bank's acceptance of Customer's Payment Order for purposes of the Service Terms for the Wire Service and of the application of UCC 4A to the transaction.

(iii) **Fedwire:** The Federal Reserve wire transfer network.

(iv) **Funds Transfer:** The series of actions, beginning with Customer's request for a Payment Order through the Execution of the Payment Order, including, if applicable, the cancellation, reversal, adjustment or delay in posting of the Payment Order; or any other subsequent action by a third party that may result in further action with respect to the Payment Order.

(v) **Funds Transfer Business Day:** Any day, between the wire processing hours stated in the User Guide(s) for the Wire Service, excluding Saturday, Sunday and federal holidays on which Bank, the Federal Reserve Banks and SWIFT are open for purposes of conducting funds transfers.

(vi) **Payment Order:** Customer's instruction received and approved by Bank: (a) that is processed through the use of the Wire Service, or verified in accordance with the Security Procedure selected by Customer for use when the Wire Service is not operational for a majority of Bank's customers, including Customer; (b) that orders Bank to pay, or causes another institution to pay, a fixed or determinable amount of money to a beneficiary, whether or not the beneficiary is a third party; and (c) for which Bank is to be reimbursed for processing the Payment Order.

(vii) **SWIFT:** Society for Worldwide Interbank Financial Telecommunication.

(viii) **UCC 4A:** Article 4A or a version of it such as Chapter 4A or Division 11 of the Uniform Commercial Code, as enacted in the state where the Payment Order is received by Bank and where it is paid.

(d) Authorizations.

(i) **Method**. Customer authorizes Bank to process Customer's Funds Transfers by any method Bank deems appropriate.

(ii) **Transfer of Funds**. Customer authorizes Bank to transfer funds in accordance with these Wire Service Terms and the User Guide(s) for the Wire Service.

(iii) **International Payment Orders**. Unless otherwise instructed by Customer, which instruction Bank may require to be in writing, Customer's Payment Orders for payment outside of the U.S. will be converted by Bank into the local currency of the beneficiary bank ("**Local Currency**") at the then prevailing rate of exchange offered by Bank in Detroit, Michigan. Should Bank elect not to convert Customer's Payment Order into the Local Currency, or should Bank accept Customer's request not to convert Customer's payment into the Local Currency, Customer's Payment Order will be processed in U.S. Dollars.

(iv) **All Payment Orders**. For all Payment Orders, Customer authorizes Bank to debit Customer's Authorized Account in U.S. Dollars for the U.S. Dollar amount indicated in Customer's Payment Order or, if Customer has indicated payment in a Local Currency, Customer authorizes Bank to debit Customer's Authorized Account for the U.S. Dollar equivalent at Bank's then prevailing rate of exchange.

(v) **Fees**. In addition, Customer authorizes Bank to debit Customer's Authorized Account for Bank's wire transfer Fees and Charges, as applicable. If required by Law, Bank will advise Customer of Charges that may be deducted from the Payment Order amount by intermediary banks and the beneficiary bank.

(e) Execution of Payment Orders.

(i) **Applicable Rules**. Bank may use any means or routes Bank, in Bank's sole discretion, considers suitable to affect Customer's Funds Transfer. Any portion of a domestic Funds Transfer may be accomplished through Fedwire or other methods available to Bank. An international Funds Transfer may be accomplished through any transfer system(s) Bank selects. Each Funds Transfer carried out through a Funds Transfer system will be governed by the Rules of the applicable system, even if Bank is not a member of the system.

(ii) **Execution of Payment Orders**. Bank or Bank's designee may Execute any Payment Order, cancellation or stop payment of a Payment Order received in Customer's name provided it is authorized by Customer and/or complies with the Security Procedure. Each such authorized and/or compliant Payment Order Bank Executed is enforceable and Customer is liable to Bank for payment of the Payment Order and applicable Fees and Charges.

(f) Rejection of Payment Orders. Bank reserves the right to reject any Payment Order with or without cause and will attempt to provide notice of such rejection on the same Funds Transfer Business Day. Notice of rejection will be effective when transmitted electronically, provided by phone or mailed.

(g) Cancellation or Amendment of Payment Orders. If Bank receives a cancellation or stop payment instruction for a Payment Order not yet Executed, Bank may, but is not obligated to, cancel the Execution of the Payment Order. An attempt to amend a Payment Order will operate as a cancellation instruction of the original Payment Order and the giving of a new Payment Order. Executed Payment Orders cannot be canceled, amended or stopped.

(h) Funds Transfer Business Day for Accepting Payment Orders. Bank may accept Payment Orders on a Funds Transfer Business Day in the form and manner Bank designates from time to time. Funds Transfer communications received on non-Funds Transfer Business Days or after the close of a Funds Transfer Business Day will be treated in the manner described in the applicable User Guide(s) and/or online screen instructions for the Wire Service. Customer agrees that Bank may: (a) process Funds Transfers from Customer and others in any order Bank chooses; (b) presume that no other financial institution to which, or through which, the Funds Transfer is sent has an earlier cut-off time than Bank has for accepting Funds Transfers; and (c) use any means or routes Bank, in Bank's sole discretion, considers suitable to effect the Funds Transfer. Bank may modify Bank's Funds Transfer Business Day and cutoff hour at any time and without prior notice.

(i) Discovery of Unauthorized Payment Orders and Liability. Unless Customer requests otherwise, subject to applicable Fees and Charges, Bank will send a confirmation of each Executed Payment Order. Customer agrees to exercise ordinary care on the basis of the information available to Customer to discover any Funds Transfer which Customer did not make or authorize. Customer agrees to notify Bank of the relevant facts on which a claim for an unauthorized Payment Order is based within a reasonable time, which Customer agrees will not exceed thirty (30) days from the earlier of: (a) the date Bank sent or otherwise gave confirmation that the Payment Order was Executed; or (b) the date a statement was sent showing that the Payment Order was debited or drawn on the

Authorized Account. Customer agrees to waive any other time period which might otherwise apply for providing such notice to Bank. If Customer fails to notify Bank within the time period stated in this ***Section 8*** of an enforceable (complies with the Security Procedure), but allegedly unauthorized Payment Order, Customer agrees that Bank will not be liable for any subsequent similar enforceable Funds Transfer.

(j) Payment and Compensation.

(i) **Amount of Payment Order and Fees**. Customer is obligated to pay and Bank shall debit Customer's Authorized Account for the amount of each authorized Payment Order and the applicable wire transfer Fees and Charges in effect at the time Customer's Payment Order is Executed. If Customer does not have sufficient Available Funds in the Authorized Account when Bank receives the Payment Order and at the time of Execution of the Payment Order, Bank may exercise Bank's rights in ***Section I.E.1(b). of this Master Agreement***. Customer also understands and agrees that for international wires, in addition to Bank's Fees and Charges, each bank through which the Payment Order is sent for final delivery to the beneficiary bank may deduct fees from the wired funds and the beneficiary bank may also deduct fees prior to paying the funds to the beneficiary. Fees charged by the beneficiary bank to the beneficiary are subject to any agreement between the beneficiary and the beneficiary bank.

(ii) **Compensation to Customer**. If Bank owes compensation to Customer in the form of penalty or interest, it will be payable at the Federal Funds rate published by the Federal Reserve Bank of New York for each of the days for which interest is payable computed on the basis of a year of three hundred sixty (360) days.

(k) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, the following limitations apply:

(i) **Limitation of Liability**. Bank will not be liable for:

(A) detecting duplicate Payment Orders;

(B) detecting errors contained in any Payment Order or Funds Transfer communication;

(C) duplicate Payment Orders, either given by Customer or which comply with the Security Procedures;

(D) determining whether the beneficiary or beneficiary bank is the one Customer intended;

(E) any acts or omissions of the beneficiary bank, including but not limited to its failure to: (i) obtain a receipt, (ii) timely credit the beneficiary, and/or (iii) identify the payee/beneficiary to whom it gave payment of the transfer;

(F) failure of the funds to reach the intended payee or beneficiary; and/or

(G) Bank's failure or refusal to refund to Customer the amount of the Fees, Charges or Payment Order paid to Bank, unless Bank has determined that Payment Order has been effectively stopped and Bank has obtained a refund of the Payment Order and/or indemnifications Bank deems adequate.

(ii) **Recoverable Damages**.

(A) Bank's liability to Customer, any intended beneficiary or any third party in performing or failing to perform the Wire Service, if any, will be limited as stated in this Master Agreement, except if a Payment Order is Executed but is proven not to have complied with the Security Procedure or was not otherwise authorized by Customer, and if Bank receives notification within the period required under ***Section 8*** above, Bank's liability and Customer's liability will be governed by the applicable provisions of UCC 4A as modified by the Service Terms for the Wire Service.

(B) Unless otherwise required by Law, if Bank is liable to Customer for compensable damages that are recoverable under the Service Terms for the Wire Service for domestic Funds Transfers, Customer agrees that such liability will not exceed the lesser of the amount of the Payment Order for which Bank debited Customer's Authorized Account, or Customer's actual provable and foreseeable damages.

(C) Bank's liability for international Funds Transfers will be limited to the amount of the U.S. Dollar equivalent of the amount of the international Payment Order at the prevailing rate of exchange established at Bank at the time Bank accepted the Payment Order. If Bank is instructed to initiate a Payment Order denominated in a foreign currency, and such Funds Transfer cannot be completed, Bank's obligation will be limited to crediting the Authorized Account for any funds returned to Bank by Bank's correspondents and/or the beneficiary bank and, pending such return, any obligation Bank has to credit the Authorized Account will be suspended.

(l) Customer Indemnity. In addition to any other Indemnification obligations under this Master Agreement, Customer shall Indemnify Bank in connection with any third-party allegation that a Payment Order contravenes or compromises the rights, title or interest of any third party and/or contravenes any Legal Requirements, court order or other mandate or prohibition with the force or effect of Law.

(m) Termination. The Wire Service may be terminated by either party without prior notice. However, upon termination a notice will be given to the other party as soon as practical, but in no event more than five (5) Funds Transfer Business Days after the effective termination date.

(n) Notices. Unless otherwise stated in this ***Section 13*** or required by applicable Legal Requirements, all notices required or permitted to be given in relation to the Wire Service may be given to Customer by any commercially reasonable means (e.g., telephone, regular mail, facsimile or other electronic means at the phone number or addresses Bank has for Customer). All notices required or permitted to be given to Bank may be given by registered mail, return receipt requested, by personal delivery or facsimile at Bank's address or fax number stated in the User Guide(s) for the Wire Service. All notices will be effective when actually received or two (2) Funds Transfer Business days after transmitting or mailing, whichever occurs first.

E. RECEIVABLES

1. **ACH Origination Services.** See Service Terms for ACH Origination Services **in *Section II.D.3 of this Master Agreement.***

2. **ACH Receiver Services**. See Service Terms for ACH Receiver Services in ***Section II.D.4 of this Master Agreement***.

3. **Cash Letter Deposit Service.** Comerica's Cash Letter Deposit Services allow customers to periodically deliver cash letters with acceptable items (individually "**Cash Letter**" collectively "**Cash Letters**") to Bank for processing and deposit.

(a) Cash Letter Processing. The Cash Letter Deposit Services applies to Cash Letter deposits delivered to Bank through physical paper Cash Letter delivery ("**Paper Cash Letter Deposit Service**") or electronic image Cash Letter delivery ("**Image Cash Letter Deposit Service**") as described below. Bank reserves the right to refuse to process a Cash Letter in total or any item contained in the Cash Letter that does not meet the requirements described in the Service Terms for the Cash Letter Deposit Services.

(i) **Paper Cash Letter Delivery and Processing**. The Paper Cash Letter Deposit Service allows Customer to make deposits to Customer's Designated Account by delivering to bank physical paper items that Customer wishes to deposit ("**Paper Cash Letter**") via in person delivery. The following terms apply to the Paper Cash Letter Deposit Service:

(A) Paper Cash Letter items that Bank will accept for processing and deposit under the Paper Cash Letter Deposit

Service are limited to checks or share drafts drawn or payable through U.S. financial institutions, foreign checks/drafts drawn on or payable outside of the 50 states of the United States and U.S. Treasury issued savings bonds.

(B) Customer must prepare paper Cash Letter deposits in accordance with the Paper Cash Letter requirements set forth in the User Guide for Cash Letter Deposit Services.

(C) Bank reserves the right to refuse to accept delivery of and/or refuse to process Cash Letters that are not properly batched and to refuse to process an entire Cash Letter or individual items contained in a Cash Letter.

(D) All Paper Cash Letters must be delivered to Bank's Livonia Operations Center, or such other location as agreed to by Bank, during the hours set forth in the User Guide for the Cash Letter Deposit Services.

(E) Except as provided in the Deposit Contract or otherwise agreed between Customer and Bank following the processing of items in the Paper Cash Letter, credit to the Designated Account for Paper Cash Letter items will be given by the Business Day following the day the deposit is deemed received. Funds from foreign checks and foreign drafts are accepted by Bank on a collection basis and will not be available for withdrawal or for any other purpose until Bank receives final settlement for them. All other Paper Cash Letter items will be available for withdrawal and for any other purpose in accordance with Bank's Funds Availability Policy contained in the Deposit Contract. Notwithstanding the foregoing, Bank reserves the right to give Customer delayed availability, if Bank will not make these funds available, by giving Customer notice as required by applicable Legal Requirements.

(ii) **Image Cash Letter Delivery and Processing**. The Image Cash Letter Deposit Service allows Customer to make deposits to Customer's Designated Account by transmitting to Bank an electronic file with the images of the checks that Customer wishes to deposit ("**Image Cash Letter**") via Secure File Transfer Protocol ("**SFTP**"). The following terms apply to the Image Cash Letter Deposit Service:

(A) If Customer is a depository institution: (i) Bank will accept and process electronic images in accordance with and subject to the Electronic Check Clearing House Organization's ("**ECCHO**") rules; and (ii) Customer agrees to become a member of ECCHO and to remain a member of ECCHO while exchanging Image Cash Letters with Bank.

(B) Except as otherwise agreed in writing by Bank, only checks and drafts drawn or payable through U.S. financial institutions are acceptable items for inclusion in an Image Cash Letter. Details for preparation and delivery of Image Cash Letters are set forth in the User Guide for Cash Letter Deposit Services.

(C) The transmission of check images and electronic deposit slips must be of a type and in a form acceptable to Bank as described in the User Guide for Cash Letter Deposit Services or other material Bank provides Customer in conjunction with the Image Cash Letter Deposit Service.

(D) Unless prohibited by Law, Customer will be liable to Bank to the same extent that Bank is liable under Legal Requirements, including the possibility of consequential damages to the maker/drawer of the original check that Customer imaged and transmitted to Bank electronically, to any intermediary financial institution and to the paying bank/financial institution, if:

i) any check that Customer imaged and transmitted to Bank is re-presented after payment has been made on such check by the financial institution on which it was drawn or payable through.

ii) any check that Customer imaged and transmitted to Bank is not of the quality that Bank has advised Customer that it requires or is not of such higher standard of quality required by Legal Requirements, and as a result, the image, Substitute Check (as defined by applicable Legal Requirements) or Image Replacement Document (as defined by applicable Legal Requirements) that Bank placed into the banking system for payment was not of the quality that Bank requires or of such higher standard of quality required by Legal Requirements.

iii) the maker/drawer of a check that Customer imaged and transmitted to Bank suffered a loss that could have been prevented if the original check had been presented for clearing and payment. For example: the amount of the original check was $10 but that amount was altered to read $100 before Customer imaged and transmitted such check to Bank. The maker's/drawer's account was debited for $100 or such check was returned for non-sufficient funds but would not have been returned had the amount read $10. In such case, Customer will be liable if the outcome would not have occurred if (i) the altered check was presented in its original form (not imaged), and (ii) the alteration would have been detected.

(E) Customer agrees to keep the original imaged and transmitted checks in a secure place until they are destroyed and to adopt check destruction policies, procedures, and practices designed to prevent re-presentment of checks already presented for deposit.

(F) The Image Cash Letter Deposit Service requires the use of a Security Procedure as set forth in the User Guide(s) for the Cash Letter Deposit Services. By using the Image Cash Letter Deposit Service, Customer agrees that the Security Procedure is commercially reasonable for the type, size and volume of deposit transactions Customer will conduct using the Image Cash Letter Deposit Service.

(G) By using the Image Cash Letter Deposit Service, Customer warrants to Bank that:

i) Customer is entitled to enforce the check;

ii) the signatures on the check are authentic and authorized;

iii) the check has not been altered;

iv) Customer will not cause or allow any other person or entity to re-present any check that Customer has imaged and transmitted to Bank for deposit unless Bank has advised Customer that Bank was unable to process the image or give Customer credit for such check. Generally, Bank will advise Customer within one (1) Business Day, but in no event more than two (2) Business Days following Bank's receipt of Customer's transmission of checks if Bank was not able to process or credit Customer's Designated Account for a particular check; and

v) with respect to each check imaged and transmitted to Bank, that (1) Customer has submitted the image in the format and with such associated check information that Bank may specify from time to time, (2) the check accurately represents all of the information on the front and back of the original check, and that all such information is legible on the check, and (3) no person will receive presentment of the original check, its legal equivalent, or a paper or electronic representation of the original check or its legal equivalent, such that that person will be asked to make a payment based on a check that that person has already paid.

(H) Bank reserves the right to transmit a check for payment or create a Substitute Check or Image Replacement

Document for presentment directly or indirectly through the banking check clearing system for final presentment to the financial institution on which such check was drawn or was payable through. If Bank advises Customer that Bank was not able to process Customer's imaged check or give Customer credit for the check for any reason other than "account closed" or "refer to maker" or "stop payment", Customer may image the item and transmit it in a deposit to Bank or deliver the paper item to Bank for deposit. Bank recommends, although Bank does not require, that Customer destroy the original check within ten (10) days of Customer's Designated Account being credited for such check to reduce the possibility and risk that such check will re-enter the banking system process.

(I) The Service Terms will not relieve Customer of any obligation imposed by Law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. Customer shall retain and provide to Bank, at its request, all information necessary to remake or reconstruct any deposit, transmission file or entry for at least two (2) Business Days following the date that Bank credited Customer's Designated Account for a deposit made using the Image Cash Letter Deposit Service.

(J) Except as provided in the Deposit Contract or otherwise agreed between Customer and Bank, deposits made using the Image Cash Letter Deposit Service will be made available to Customer on the first Business Day after the day that Bank receives such deposits. Deposits received through the Image Cash Letter Deposit Service will be deemed received on the day indicated on the electronic receipt acknowledgement that Bank sends to Customer unless that day is a non-Business Day. In such case, the deposits will be deemed received on the first Business Day thereafter.

4. **Cash Vault Service.** Comerica's Cash Vault Service ("**Cash Vault Service**") expedites incoming cash flow by providing credit for daily deposits. The customer sends an armored courier to a designated vault or processing center. As an enhancement, customers may also elect to receive the Cash Order Service, which is provided by Bank to supply the Customer with necessary coin and currency.

(a) Processing Requirements. Bank will designate the applicable cash vault(s) and/or processing center(s) to be used by Customer in connection with the delivery of its cash, coin and/or check deposits to Bank ("**Shipments**"), and for pick-up of Customer's cash and/or coin orders to Bank ("**Orders**").

(b) Deposit Processing Service. Customer acknowledges receipt of the deposit processing requirements contained in the User Guide for the Cash Vault Service ("**Deposit Processing Requirements**") and agrees to prepare its cash, coin and/or check deposits in the manner set forth therein. Bank's representatives may accept delivery of Customer's Shipments containing items for deposit. Only armored couriers may deliver Shipments, or pick up Orders, at cash vaults. Bank reserves the right to not process, or to delay processing, Shipments that are not prepared in accordance with the Deposit Processing Requirements. Bank's receipt for any Shipment, including a non-conforming Shipment, will not be deemed proof of its receipt of the contents listed in an inventory or deposit ticket that accompanies the Shipment, nor shall Bank's acceptance be deemed a waiver of its rights under this Master Agreement or the Deposit Contract governing the Designated Account. All Shipments are subject to Bank's count which shall be deemed final and the deposit itself is subject to the terms of the Deposit Contract governing the Designated Account to which the deposit is made. Customer assumes full responsibility for the timeliness of delivery of its Shipment and the accuracy, completeness and content of the Shipment, including information it furnishes to Bank with respect to the Shipment.

(i) **Processing of Items for Deposit**. Shipments consisting of coin and/or currency will be provisionally credited on the Business Day of receipt by Bank; provided the delivery arrives before Bank's established deadline. Shipments consisting of checks will be credited in accordance with the Deposit Contract. All deposits received will be subject to verification by Bank within the time frames established by Bank.

(ii) **Discrepancies and Adjustments**. Discrepancies shall be reported in a timely manner in accordance with the procedures set forth in the User Guide(s) for the Cash Vault Service. Failure to timely report discrepancies will be deemed a waiver of the claim and Customer holds Bank harmless for any Losses Customer incurs in regard to the applicable Shipment. If after receiving timely notification, Bank determines that contents of the Shipment are missing or otherwise do not contain all items indicated on the accompanying deposit listing tapes or deposit slips, Bank will make an adjusting entry to the Designated Account and will provide Customer with an advice if there is an adjustment. The advice information will be mailed unless Customer has elected to receive a fax report containing this information.

(c) Cash Order Service. Customer agrees to place Orders for cash and/or coin in accordance with Bank's procedures outlined in the User Guide for Cash Vault Services. Customer authorizes Bank to charge the Designated Account for the Order on the Business Day Bank gives the cash and/or coin to Customer's armored courier. If there are not sufficient Available Funds for the Order, Bank is not obligated to give any portion of the Order to the armored courier. Bank reserves the right to limit the amount of Orders and will advise Customer of the limit. Bank reserves the right to reduce or increase the limit upon giving Customer three (3) Business Days prior notice. Such notice may be given by Bank in any manner Bank reasonably determines is expedient. Customer agrees that it will not place an Order for more than its then current cash order limit.

(i) **Verification**. Customer agrees that it will have two (2) or more employees and/or agents jointly verify the contents of the received Order.

(ii) **Discrepancies**. Discrepancies shall be reported in a timely manner in accordance with the procedures set forth in the User Guide(s) for the Cash Vault Service. Failure to timely report discrepancies will be deemed a waiver of the claim and Customer holds Bank harmless for any Losses Customer incurs in regard to the applicable Order.

5. **Comerica Business Deposit Capture® Service.** The Comerica Business Deposit Capture® Service ("**BDC Service**") allows customers to scan images of checks, deposit items for electronic delivery into their Comerica account and consolidate deposit information from multiple locations.

(a) Access. Customer will access the BDC Service through Comerica Business Connect™. By using the BDC Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into and made a part of the Service Terms for the BDC Service by this reference. If Customer elects to utilize the BDC Service with a mobile deposit feature, Customer will also access the BDC Service through Comerica Treasury Mobile®. By using the BDC Service with a mobile deposit feature, Customer agrees to the Service Terms for Comerica Treasury Mobile®, which are incorporated into and made a part of the Service Terms for the BDC Service by this reference.

(b) Service. Customer may deposit checks using the BDC Service only to Designated Accounts that have been set up by Bank to accept electronic deposit slips and electronic images of checks. The transmission of check images and electronic deposit slips must be of a type and form acceptable to Bank, which is described in the User Guide(s) or other material that Bank provides to Customer in conjunction with the BDC Service.

(c) Type of BDC Service Subscription. Customer will select only one of the following options for the BDC Service:

(i) **Business Deposit Capture® Desktop (BDCD)**: Provides access to the Business Deposit Capture® Desktop application through Comerica Business Connect™ to capture deposits on a workstation via a scanner.

(ii) **Business Deposit Capture Desktop with Mobile (BDCDM)**: Provides access to the Business Deposit Capture Desktop application through Comerica Business Connect™ to capture deposits on a workstation via a scanner and provides access to the Business Deposit Capture Mobile application through Comerica Treasury Mobile® to capture deposits on a mobile device.

(iii) **Business Deposit Capture Mobile Only (BDCMO)**: Provides access to the Business Deposit Capture Mobile application through Comerica Treasury Mobile® to capture deposits on a mobile device.

(iv) **Business Deposit Capture Mobile with Limited Desktop Access and Mobile Approver (BDCML)**: Provides access to the Business Deposit Capture Mobile application through Comerica Treasury Mobile® to capture deposits on a mobile device. In addition, it provides access to the Business Deposit Capture Desktop through Comerica Business Connect™ application to approve mobile deposits and access reporting.

(d) General Availability of Funds Deposited. Except as provided in the Deposit Contract, deposits made using the BDC Service will be made available to Customer for all purposes on the first Business Day after the day that Bank receives such deposits. Deposits received through the BDC Service will be deemed received on the day indicated on the electronic receipt acknowledgement that Bank sends to Customer unless that day is a non-Business Day. In such case, the deposits will be deemed received on the first Business Day thereafter.

(e) Liability. Unless prohibited by Law, Customer will be liable to Bank to the same extent that Bank is liable under Legal Requirements, including the possibility of consequential damages to the maker/drawer of the original check that Customer imaged and transmitted to Bank electronically, to any intermediary financial institution and to the paying bank/financial institution, if:

(i) any check that Customer imaged and transmitted to Bank is re-presented after payment has been made on such check by the financial institution on which it was drawn or payable through.

(ii) any check that Customer imaged and transmitted to Bank is not of the quality that Bank has advised Customer that it requires or is not of such higher standard of quality required by Legal Requirements, and as a result, the image, Substitute Check (as defined by Law) or Image Replacement Document (as defined by Law or check clearinghouse Rules) that Bank placed into the banking system for payment was not of the quality that Bank requires or of such higher standard of quality required by Legal Requirements.

(iii) the maker/drawer of a check that Customer imaged and transmitted to Bank suffered a loss that could have been prevented if the original check had been presented for clearing and payment. For example: the amount of the original check was $10 but that amount was altered to read $100 before Customer imaged and transmitted such check to Bank. The maker's/drawer's account was debited for

$100 or such check was returned for non-sufficient funds but would not have been returned had the amount read $10. In such case, Customer will be liable if the outcome would not have occurred if (i) the altered check was presented in its original form (not imaged), and (ii) the alteration would have been detected.

(f) Risk Mitigation.

(i) **Controls**. Due to the inherent risk of fraud or loss in connection with the BDC Service, Customer agrees to the following risk mitigation controls as a condition of using the BDC Service:

(A) Keep the original imaged and transmitted checks in a secure place until they are destroyed.

(B) Adopt check destruction policies, procedures, and practices designed to prevent re-presentment of checks already presented for deposit.

(C) Track processing of scanned checks, prior to their destruction, in order to avoid duplicate deposits.

(D) Refrain from depositing demand drafts or remotely created checks through the BDC Service unless approved by Bank in a separate agreement.

(ii) **Restrictive Endorsements**. Bank recommends that Customer endorse checks with a restrictive endorsement containing language such as "for remote deposit only" or "for mobile deposit only"; provided Bank is under no obligation to verify such restrictive endorsement is applied. If Customer does not include a restrictive endorsement on a check deposited using the BDC Service and Customer or a third party deposits or attempts to deposit, a paper copy of the same check at another financial institution, Customer shall Indemnify Bank for any Losses incurred by Bank in connection with the deposit or attempted deposit of such check. To satisfy Customer's Indemnification obligations under this paragraph Bank may; (i) debit Customer's Designated Accounts and if such Designated Accounts do not have sufficient available funds to cover the amounts owed, then Bank may debit other accounts of Customer at Bank, or (ii) set off against any amounts Bank owes to Customer.

(g) Equipment. Customer agrees to use the type of equipment and telecommunication services in connection with the BDC Service that Bank may specify from time to time. Failure to use the specified equipment and/or telecommunications services may impact Customer's ability to use, or affect the quality of, the BDC Service. Any equipment that Bank may order on Customer's behalf in connection with the BDC Service shall be covered by a separate agreement executed by Customer and Bank's scanner service provider. Bank makes no representations or warranties concerning, and has no responsibility or liability for, any equipment or services that Bank does not provide to Customer under a written agreement. Any equipment that Bank gives to Customer to use during a testing or pilot period of the BDC Service is not to be shared by Customer with any other person or entity without Bank's prior written consent, which may be conditioned upon the third party's agreement to contractual terms that are acceptable to Bank.

(h) Security Procedures. The BDC Service requires the use of a Security Procedure as set forth in the User Guide(s) for the BDC Service and/or in the online screen instruction for the BDC Service.

(i) Warranties. By using the BDC Service, Customer warrants to Bank that Customer will not cause or allow any other person or entity to re-present any check that Customer has imaged and transmitted to Bank for deposit unless Bank has advised Customer that Bank was unable to process the image or give Customer credit for such check. Generally, Bank will advise Customer within one (1) Business Day, but in no event more than two (2) Business Days following Bank's receipt of Customer's transmission of checks if Bank was not able to process or credit Customer's Designated Account for a particular check. Customer warrants to Bank, with respect to each check imaged and transmitted to Bank, that (a) Customer has submitted the image in the format and with such associated check information that Bank may specify from time to time, (b) the check accurately represents all of the information on the front and back of the original check, and that all such information is legible on the check, and (c) no person will receive presentment of the original check, its legal equivalent, or a paper or electronic representation of the original check or its legal equivalent, such that that person will be asked to make a payment based on a check that that person has already paid.

(j) Image Quality. Bank reserves the right to transmit a check for payment or create a Substitute Check or Image Replacement Document for presentment directly or indirectly through the banking check clearing system for final presentment to the financial institution on which such check was drawn or was payable through. If Bank advises Customer that Bank was not able to process Customer's imaged check or give Customer credit for the check for any reason other than "**account closed**" or "**refer to maker**" or "**stop payment**", Customer may attempt to redeposit such item using the BDC Service, or in the manner that Customer would have if Customer did not have the BDC Service. Bank recommends, although Bank does not require, that Customer destroy the original check within ten (10) days of Customer's Designated Account being credited for such check to reduce the possibility and risk that such check will re-enter the banking system process.

(k) Maintenance of Records. This Master Agreement will not relieve Customer or Bank of any obligation imposed by Law, contract, or otherwise regarding the maintenance of records or from employing adequate audit, accounting and review practices. Customer shall retain and provide to Bank, at its request, all information necessary to remake or reconstruct any deposit, transmission file or entry for at least two (2) Business Days following the date that Bank credited Customer's Designated Account for a deposit made using the BDC Service.

(l) Bank's Proprietary Property.

(i) **Acknowledgement and Restriction on Use**. Customer acknowledges that the User Guides Bank provides to Customer are Proprietary Property of Bank. Copying of the User Guide(s) is strictly prohibited without Bank's prior written consent. Customer shall not acquire any proprietary interest or rights in the BDC Service as a result of using the BDC Service, and Customer shall not allow any other entity or person to use the BDC Services without Bank's prior written consent.

(ii) **Disabling of Proprietary Property Upon Termination**. Upon termination of the BDC Service, Customer will destroy any of Bank's Proprietary Property regarding the BDC Service and will take such action as necessary to insure that Customer cannot use the BDC Service. Customer agrees to provide to Bank, at its request, a written affidavit executed by one of Customer's authorized officers, certifying the destruction or disabling of such Proprietary Property.

(m) Return of Equipment Upon Termination. Customer's termination of this Master Agreement under ***Section I.K.1. of this Master Agreement*** shall be deemed effective only after Customer returns any equipment that Bank provided in connection with the BDC Service.

6. **Comerica Easy Pay™ Service.** Comerica Easy Pay™ Service ("**Easy Pay Service**") is an electronic payment solution that provides customers with a suite of electronic payment options to enable customers' clients ("**Payers**") to make electronic payments. Electronic payment options may include the internet, mobile application, interactive voice response system or a live agent call center.

(a) Electronic Payment Options.

(i) **Applicable Payment Options**. The electronic payment options and processing features that Bank will provide to Customer shall be mutually agreed to by the Parties. Bank may make additional electronic payment options and processing features available to Customer from time to time. Customer may select such additional options and features and Bank agrees to provide such options and features, as mutually agreed to by the Parties upon Easy Pay Service implementation. After receiving notice of Bank's offering of additional options or features and their pricing, Customer shall provide Bank a written request in the event that Customer would like to select such options or features. Bank agrees to provide such options and features within a mutually agreed-upon amount of time after receiving from Customer the written notice and all other information which Bank, in its sole discretion, determines is necessary to provide such options or features. Customer may cancel electronic payment options and processing features by giving Bank thirty (30) days' written notice.

(ii) **Credit/Debit Card Acceptance**. In the event that Customer elects to accept credit/debit card payments, Customer must arrange for merchant card services either through Bank or a merchant service provider acceptable to Bank. A Separate Agreement is required for merchant card services through Bank.

(iii) **Automated Clearing House**. In the event that Customer elects to use ACH as a payment option, Customer must elect to receive ACH Services in the Implementation Agreement.

(b) Technology Requirements. Bank and Customer shall mutually agree on the file formats and transmittal standard that Customer will use in conjunction with the Easy Pay Service. Any changes to the agreed upon file formats and transmittal standards must be agreed to in writing by the Parties. If Customer requests, and Bank agrees, to provide technology related assistance, the Parties shall enter into a Separate Agreement for such assistance.

(c) Customer Obligations. Customer shall:

(i) Ensure that all data, information and instructions Customer supplies to Bank in connection with the Easy Pay Service shall be accurate and complete.

(ii) Only provide Easy Pay Service Access Codes to Users that are authorized to input payment instructions received from Payers.

(iii) Directly manage any and all claims or allegations by Payers related to or arising out of the Easy Pay Service.

(iv) Not utilize or permit Payers to utilize the Easy Pay Service to conduct illegal or fraudulent activity.

(v) Verify the identity of any Payer prior to submitting a payment through the Easy Pay Service.

(vi) Timely post payments, when applicable.

(vii) Not present any terms that are inconsistent with the Agreement for the Easy Pay Service.

(viii) Identify and obtain from its Payers all authorizations and consents related to the use of the Easy Pay Service that are required by the Agreement and applicable Legal Requirements.

(ix) Provide an easily accessible and conspicuously noticeable privacy policy on each of its owned, operated or controlled websites that: (a) complies with the applicable privacy Laws governing notice to Payers; (b) discloses usage of third-party technology to collect and use data in connection with the Easy Pay Service; and (c) is consistent with industry standards and provides Payers access to a user choice mechanism.

(x) Deliver through a real-time process or electronic delivery, a file containing current information associated with a Payer, which may include but is not limited to a first name or last name, other legal name, account number assigned by Customer ("**Billing Account Number**"), payment due date, amount due, email address, phone number, mobile phone number and statement mailing date.

(d) Limitation of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section 1.L.1. of this Master Agreement***:

(i) In the event that Bank fails to accurately process a Payer's received payment transaction, Bank's total liability shall be limited to correcting and/or reversing the applicable error, and in the event that Bank cannot correct and/or reverse the applicable error, Bank's liability shall be limited to any actual, provable damages directly arising out of the applicable error; provided, however, that in no event shall Bank's liability exceed the amount of the applicable payment transaction.

(ii) In the event that Bank fails to timely process a Payer's received payment transaction, Bank's total liability shall be limited to processing the applicable payment transaction by the next Business Day, and in the event that Bank cannot process the applicable payment transaction by the next Business Day, Bank's liability shall be limited to any actual, provable damages directly arising out of the applicable error; provided, however, that in no event shall Bank's liability exceed thirty dollars ($30).

(iii) Bank (and Bank's Third-Party Service Provider) shall not be liable to Customer for any Losses relating to or arising out of any content that Customer or Payers provide for inclusion in the Easy Pay Service.

(e) Customer's Marks.

(ii) If requested to do so by Customer, during the term of this Master Agreement, Bank (and Bank's Third-Party Service Provider) shall have the right and license to use any names, registered and unregistered trademarks, service marks, trade names, service names, trade dress, copyrights, logos, images, graphics and brand designs as provided by Customer to Bank as they now exist or may be modified during the term hereof (collectively, "Marks") solely for the purpose of and in connection with the Easy Pay Service. By providing Customer's Marks to Bank, Customer: (a) represents and warrants to Bank that it has all rights needed to use Customer's Marks and that Comerica (and all third parties that Comerica may allow to use Customer's Marks to fulfill the purposes of the Agreement) may use the Customer's Marks as contemplated under this Section; (b) grants to Bank a limited, revocable, nontransferable license to reproduce and use the Customer's Marks solely for the purpose and in connection with the Agreement. Subject to and consistent with applicable Legal Requirements, Bank shall comply with the standards established by Customer and provided to Bank in writing in advance with respect to the form of Customer's Marks and their usage. Bank's reproduction and use of the Customer's Marks, and all goodwill established thereby and/or associated therewith, shall inure exclusively to the benefit of Customer, and Bank acquires no goodwill or other legal rights or interests in the Customer's Marks other than the right to use the Customer's Marks in connection with this Master Agreement. Subject to the foregoing, each of the Parties hereto is and shall remain the owner of all rights, title and interest in and to its Marks as the same now exist or as they may hereafter be modified. Any and all rights to Marks not herein specifically granted and licensed to the other party are reserved by the party owning such rights.

(iii) In no event shall Bank be liable for any Losses directly or indirectly arising out of infringement or alleged infringement of the Marks or any patent, copyright, trademark, trade secret or other proprietary right by any materials, images, information, processes or designs furnished by Customer.

(iv) In addition to the Indemnification obligations in ***Section I.L.4. of this Master Agreement***, Customer shall Indemnify Bank in connection with actual or alleged infringement of any Mark furnished by Customer to Bank in connection with the Easy Pay Service.

(f) Feedback. Customer agrees that Bank may use any suggestions or other feedback relating to the Easy Pay Service ("Feedback") that is provided to Bank without restriction.

(g) Suspension and Termination.

(i) If at any time Bank reasonably suspects that Customer or any Payer is: (a) involved in any illegal or fraudulent activity; (b) infringing or misappropriating intellectual property; or (c) causing a security or integrity issue to the Easy Pay Service, including by unauthorized access or intentional interference, Bank may immediately suspend activity for the Customer or the applicable Payer.

(ii) In the event of termination of the Easy Pay Service, Bank will provide, at Customer's request, and upon payment of a Fee mutually agreeable to Bank and Customer, data related to the Easy Pay Service provided to Customer and historical payment information related to the Easy Pay Service provided to Customer.

(h) Payer Agreements. As part of the Easy Pay Service, Customer will be required to enter into an agreement between the Customer and each Payer ("Payer Agreement"). The Payer Agreement shall:

(i) Obligate the Payer to ensure, represent and warrant, that all data, information, instructions and representations that it transmits are accurate and complete;

(ii) Obligate the Payer to use the Easy Pay Service in compliance with all applicable Legal Requirements;

(iii) Notify Payer of its and Bank's privacy disclosures;

(iv) Obtain the Payer's express consent for Bank to transfer any consumer data that the Payer provides in connection with the use of the Easy Pay Service to Bank's Third-Party Provider or to otherwise give Bank's Third-Party Provider access to the consumer data for purposes of providing the Easy Pay Service; and

(v) Not contain any terms that are inconsistent with the Agreement for the Easy Pay™ Service.

7. **Comerica Integrated Receivables® Service.** The Comerica Integrated Receivables® Service (“**Integrated Receivables Service**”) consolidates data, images and information from various incoming payment and depository services offered by Bank into a central online repository for customer access, storage and analysis. Payment Reassociation is an optional enhancement designed to provide straight-through-processing (STP) for receivables by automatically matching incoming electronic and paper payments to open invoice remittance details from a company’s accounts receivables (A/R) system and paying customer remittance emails.

(a) Access. The Integrated Receivables Service is accessible through Comerica Business Connect™. By using the Integrated Receivables Service through Comerica Business Connect™, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for Integrated Receivables Service by this reference.

(b) Payment Channels. A “**Payment Channel**” is the underlying Service or other means that: (a) Customer uses to receive payments and/or other deposits to Customer’s Designated Account(s), such as ACH, wire transfer or lockbox; and/or (b) Bank uses to obtain the data, images and information about such payments and/or other deposits, which Bank makes available to Customer through the Integrated Receivables Service. Customer’s Payment Channels shall be selected in the Implementation Agreement and/or Separate Agreement(s). Bank may, from time to time, make available additional Payment Channels. To add additional Payment Channels to Customer’s Integrated Receivables® Service, Customer shall provide a written request to Bank’s Treasury Management Services Department. Bank may require Customer to execute an Implementation Agreement and/or Separate Agreement to use the Integrated Receivables Service with a selected Payment Channel, and Customer’s use of the Integrated Receivables Service with such Payment Channel shall be subject to the Service Terms for such Payment Channel and/or a Separate Agreement(s).

(c) System Features And Functionality. The Integrated Receivables Service shall provide Customer with access to a central online repository, archive, and integration point for Payment Channel data, images and information (“**System**”). The System will connect Customer selected Payment Channels and allow consolidation, reporting and online decisioning capabilities for Customer’s receivables associated with such selected Payment Channel(s). Specific features and functionality of Customer’s Integrated Receivables Service shall be agreed to by Bank and Customer in the Implementation Documents for the Integrated Receivables Service. All data, images and information reported through the Integrated Receivables® Service are reported after such data, images and information are captured through the Payment Channel after final settlement of the incoming payment.

(i) **Data Consolidation**. The System will aggregate data from the Payment Channels selected by Customer in the Implementation Documents for the Integrated Receivables Service and/or requested by Customer in accordance with ***Section 2***. above.

(ii) **Automation**. The System will enable the automation of payment posting and Customer payment decision workflows for research and action.

(iii) **Data and Image Storage**. The System will enable Customer to retrieve data, images and information for the duration of the retention period requested by Customer and agreed to by Bank in the Implementation Documents for the Integrated Receivables Service. Bank shall have no obligation to retain data, images and/or information beyond the retention period agreed to by Bank and Customer in the Implementation Documents for the Integrated Receivables Service.

(iv) **Data Retrieval**. Customers can search and view data and images, create reports, and download images and data.

(v) **Reports**. Customer may run such other reports as are described in the User Guide for the Integrated Receivables Service.

(d) Service Availability. The Integrated Receivables Service will be available during the hours set forth in the User Guide for the Integrated Receivables Service.

(e) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1. of this Master Agreement***, in the event that, through no fault of Customer, its agents, including telecom and internet carriers, or any public internet or telecom carriers, used by either party, the Integrated Receivables Service is not accessible for more than five (5) consecutive Business Days during any rolling thirty (30) day period, Bank's liability to Customer shall be limited to refunding to Customer, on a pro rata basis, the monthly fee paid for the number of consecutive days the Integrated Receivables® Service was not available to Customer.

(f) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate, Customer and Bank shall enter into a Business Associate Agreement prior to or concurrent with the date upon which Bank provides a Service and/or Payment Channel subject to HIPAA. Customer shall be responsible for notifying Bank if Bank is Customer's Business Associate. If Bank determines that Bank is providing a Service(s) and/or a Payment Channel(s) requiring a Business Associate Agreement, Bank shall provide, and Customer shall execute, a Business Associate Agreement.

8. **Classic Lockbox Service and Classic Plus Lockbox Service.** Comerica's Classic Lockbox Service and Classic Plus Lockbox Service (collectively the "**Classic Lockbox Service**") are for businesses with a low volume of invoice-based payments. The Classic Lockbox Service accelerates the conversion of receivables into available funds by reducing mail, processing and deposit float. Remittances are sent by check to a specially numbered post office box using a unique zip code. Bank collects the mail, processes the remittances and deposits the funds to the customer's account. Invoices, remittance information and correspondence are forwarded to the customer if requested as an optional feature to the Classic Lockbox Service. The Classic Lockbox Service is offered to customers with monthly volumes of 100 or less items. The Classic Plus Lockbox Service is offered to customers with monthly volumes of more than 100 but less than 300 items.

(a) Lockbox. Bank will provide Customer with a post office address to a post office box designated by Bank for the Classic Lockbox Service ("**Lockbox**"). Customer will have its payors send payments to the Lockbox.

(b) Customer's Agent. Customer authorizes Bank to act as its agent to: (a) rent the Lockbox at the appropriate postal facility; (b) have custody of the keys or combinations for the Lockbox; (c) have unrestricted and exclusive access to the Lockbox; and (d) collect the mail from the Lockbox to be processed by Bank.

(c) Processing of Items Received in Lockbox. Bank will open all mail and process the items received in the Lockbox in accordance with the procedures described in the Implementation Agreement and/or Separate Agreement and the User Guide(s) for the Classic Lockbox Service. Substantial compliance by Bank with the procedures in the Service Terms for Classic Lockbox Service shall be deemed to constitute the exercise of ordinary and reasonable care by Bank.

(d) Indemnification. Customer shall Indemnify Bank in connection with claims by third-parties which directly or indirectly arise from the handling of, processing, and credit given for remittance items processed and/or deposited under the Service Terms for Classic Lockbox Service.

(e) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***:

(i) Customer understands and agrees that for the purpose of accepting and processing the items that are received in the Lockbox, Bank is acting as the agent for Customer. Bank will not be liable for acting pursuant to a court order, garnishment, tax levy or similar process in regard to any item processed in accordance with the Service Terms for Classic Lockbox Service.

(ii) Bank will not be liable to Customer or to any third party for any currency, coin or non-check payments received in the Lockbox.

(f) Termination. Upon the effective date of termination of the Lockbox Service and Classic Plus Lockbox Service, any items remaining in the Lockbox shall be processed in accordance with the Service Terms for Classic Lockbox Service except as prohibited under any applicable Law. In the event Bank is unable to process the items in the Lockbox according to the Service Terms for Classic Lockbox Service because items are received in the Lockbox following the effective termination of the Classic Lockbox Service, Bank may return all items to Customer at Customer's expense or, at Bank's option, close the Lockbox and return the items in the Lockbox according to the post office's policies and procedures, and, in either event, Bank's obligations under this the Service Terms for Classic Lockbox Service will terminate.

(g) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement prior to or concurrent with the date upon which Bank provides a product or service subject to HIPAA.

9. **Lockbox for Remittance Basis Loans Service.** Comerica's Lockbox for Remittance Basis Loans Service ("**Remittance Basis Lockbox Service**") is a lockbox service for businesses with a low volume of high-dollar invoice payments that accelerates reduction of customer's debt secured by a cash collateral account designated in a security agreement between Comerica and the customer. Remittances to the customer are sent by check to a specially numbered post office box using a unique zip code, accessed only by Comerica's Lockbox Department. Comerica collects the mail, processes the remittances and deposits the funds to the cash collateral account. Invoices, remittance information and correspondence are forwarded to the Customer or other party designated by Customer.

(a) Lockbox. Bank will provide Customer with a post office address to a post office box designated by Bank ("**Lockbox**"). Customer will have its payors send payments to the Lockbox.

(b) Customer's Agent. Customer authorizes Bank to act as its agent to: (a) rent the Lockbox at the appropriate postal facility; (b) have custody of the keys or combinations for the Lockbox; (c) have unrestricted and exclusive access to the Lockbox; and (d) collect the mail from the Lockbox to be processed by Bank.

(c) Processing of Items Received in Lockbox. Bank will open all mail and process the items received in the Lockbox in accordance with the procedures described in the Service Terms for the Remittance Basis Lockbox Service. Substantial compliance by Bank with the procedures in the Service Terms for the Remittance Basis Lockbox Service shall be deemed to constitute the exercise of ordinary and reasonable care by Bank.

(d) Implementation Documents. The account to which funds will be deposited shall be known as the "Cash Collateral Account," or other designation as described in the applicable security agreement entered between Customer and Bank ("**Security Agreement**"). All deductions to pay for Fees and Charges of maintaining the Cash Collateral Account and/or the Remittance Basis Lockbox Service shall be charged to a Designated Account other than the Cash Collateral Account, i.e., General Operating Account.

(e) Indemnification. Customer shall Indemnify Bank in connection with claims by third-parties which directly or indirectly arise from the handling of, processing, and credit given for remittance items processed and/or deposited under the Service Terms for the Remittance Basis Lockbox Service.

(f) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***:

(i) Customer understands and agrees that for the purpose of accepting and processing the items that are received in the Lockbox, Bank is acting as the agent for Customer. Bank will not be liable for acting pursuant to a court order, garnishment, tax levy or similar process in regard to any item processed in accordance with the Service Terms for the Remittance Basis Lockbox Service.

(ii) Bank will not be liable to Customer or to any third party for any currency, coin or non-check payments received in the Lockbox.

(g) Termination.

(i) Notwithstanding the termination provision contained in this Master Agreement, the Service Terms for the Remittance Basis Lockbox Service may not be terminated without the prior written consent of Bank. Customer agrees that Bank shall only be obligated to terminate this Remittance Basis Lockbox Service when Bank is paid in full on all indebtedness owing to Bank as described in the Security Agreement and Fees and Charges owed under the Service Terms for the Remittance Basis Lockbox Service.

(ii) Upon the effective date of termination of the Remittance Basis Lockbox Service under this Master Agreement, any items remaining in the Lockbox shall be delivered to Customer at Customer's expense and any funds remaining in the Cash Collateral Account shall be transferred to any other account of Customer at Bank which is mutually agreeable to both Parties unless such transfer would be prohibited under any applicable Law. In the event Bank is unable to process the items in the Lockbox according to the Service Terms for the Remittance Basis Lockbox Service because: (a) Bank's legal counsel has advised that such acts may be deemed prohibited under applicable Law; or (b) items are received in the Lockbox following the effective termination of the Remittance Basis Lockbox Service under this Master Agreement, Bank may return all items to Customer at Customer's expense or, at Bank's option, close the Lockbox and return the items in the Lockbox according to post office's policies and procedures and, in either event, Bank's obligations under the Service Terms for Remittance Basis Lockbox Service will terminate.

(iii) If Customer desires to continue the use of the Remittance Basis Lockbox Service described in these Service Terms after Bank is paid in full on all indebtedness owing to Bank as described in the Security Agreement, Customer must execute a new Implementation Agreement and/or Separate Agreement as Bank may require.

(h) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement prior to or concurrent with the date upon which Bank provides a product or service subject to HIPAA.

10. **Lockbox Plus™ Coupon Dominion of Funds (DOF) Service.** Comerica Lockbox Plus™ Coupon Dominion of Funds (DOF) Service ("**Lockbox DOF Service**") accelerates reduction of customer's debt secured by a cash collateral account designated in a security agreement between Comerica and the customer. Remittances to the customer are sent by check to a specially numbered post office box using a unique zip code, accessed only by Comerica's Lockbox Department. Comerica collects the mail, processes the remittances and deposits the funds to the cash collateral account. Invoices, remittance information and correspondence are forwarded to the customer or other party as designated in the implementation documents.

(a) Access. If Customer elects to access or use the optional Retail Lockbox feature of the Lockbox DOF Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for Lockbox Plus Coupon Service by this reference.

(b) Lockbox. Bank will provide Customer with a post office address to a post office box designated by Bank for the Lockbox DOF Service ("**Lockbox**"). Customer will have its payors send payments to the Lockbox.

(c) Customer's Agent. Customer authorizes Bank to act as its agent to: (a) rent the Lockbox at the appropriate postal facility; (b) have custody of the keys or combinations for the Lockbox; (c) have unrestricted and exclusive access to the Lockbox; and (d) collect the mail from the Lockbox to be processed by Bank.

(d) Processing of Items Received in Lockbox. Bank will open all mail and process the items received in the Lockbox in accordance with the procedures described in the Service Terms for the Lockbox DOF Service. Substantial compliance by Bank with the procedures in the Service Terms for the Lockbox DOF Service shall be deemed to constitute the exercise of ordinary and reasonable care by Bank.

(e) Accounts. The account to which funds will be deposited shall be known as the "Cash Collateral Account," or other designation as described in the applicable security agreement entered between Customer and Bank ("**Security Agreement**"). All deductions to pay for Fees and Charges of maintaining the Cash Collateral Account and/or the Lockbox DOF Service shall be charged to a Designated Account other than the Cash Collateral Account, i.e., General Operating Account.

(f) Indemnification. Customer shall Indemnify Bank in connection with claims by third-parties which directly or indirectly arise from the handling of, processing, and credit given for remittance items processed and/or deposited under the Service Terms for the Lockbox DOF Service.

(g) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***:

(i) Customer understands and agrees that for the purpose of accepting and processing the items that are received in the Lockbox, Bank is acting as the agent for Customer. Bank will not be liable for acting pursuant to a court order, garnishment, tax levy or similar process in regard to any item processed in accordance with the Service Terms for the Lockbox DOF Service.

(ii) Bank shall not be liable to Customer or to any third party for any currency, coin or other non-check payments received in the Lockbox.

(h) Termination.

(i) Notwithstanding the termination provision contained in this Master Agreement, the Service Terms for the Lockbox DOF Service may not be terminated without the prior written consent of Bank. Customer agrees that Bank shall only be obligated to terminate this Lockbox DOF Service and Service Terms for Lockbox DOF Service when Bank is paid in full on all indebtedness owing to Bank as described in the Security Agreement and Fees and Charges owed under the Service Terms for Lockbox DOF Service.

(ii) Upon the effective date of termination of the Service Terms for Lockbox DOF Service, any items remaining in the Lockbox shall be delivered to Customer at Customer's expense and any funds remaining in the Cash Collateral Account shall be transferred to any other account of Customer at Bank which is mutually agreeable to both Parties, unless such transfer would be prohibited under any applicable Law. In the event Bank is unable to process the items in the Lockbox according to the Service Terms for Lockbox DOF Service because: (a) Bank's legal counsel has advised that such acts may be deemed prohibited under applicable Law; or (b) items are received in the Lockbox following the effective termination of the Service Terms for Lockbox DOF Service, Bank may return all items to Customer at Customer's expense or, at Bank's option, close the Lockbox and return the items in the Lockbox, according to post office's policies and procedures and, in either event, Bank's obligations under the Service Terms for Lockbox DOF Service will terminate.

(iii) If Customer desires to continue the use of the Lockbox DOF Service described in these Service Terms after Bank is paid in full on all indebtedness owing to Bank as described in the Security Agreement, Customer must execute a new Implementation Agreement and/or Separate Agreement and such other documents Bank may require.

(i) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement prior to or concurrent with the date upon which Bank provides a product or service subject to HIPAA.

(j) Security Procedures. Security Procedures for viewing images and reporting through Comerica Business Connect™, receiving files from Bank, and transmitting files to Bank through the use of SFTP and Comerica Data Vault™, are fully described in the applicable User Guides. Generally, the differences in Security Procedures are:

(i) Comerica Business Connect™ requires the use of a security token, customer IDs, and passwords as described in the User Guide(s) for the Lockbox DOF Service.

(ii) SFTP requires the use of an ID, password and specified IP address.

(iii) Comerica Data Vault™ requires the use of Software that generates a password that is only known to the Software.

11. **Lockbox Plus™ Coupon Service.** Comerica Lockbox Plus™ Coupon Service ("**Lockbox Plus Coupon Service**") accelerates the conversion of receivables into available funds by reducing mail, processing and deposit float. Remittances can be by check accompanied by a payment coupon or electronic payment with coupon type data. Bank collects the paper mail (checks and coupons) and/or electronic payments (with data), processes the remittances and deposits the funds to customer's designated account.

(a) Access. If Customer elects to access or use the optional Retail Lockbox feature of the Lockbox Plus Coupon Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into the Service Terms for Lockbox Plus Coupon Service by this reference.

(b) Lockbox. Bank will provide Customer with a post office address to a post office box designated by Bank for the Lockbox Plus Coupon Service ("**Lockbox**"). Customer will have its payors send payments to the Lockbox.

(c) Customer's Agent. Customer authorizes Bank to act as its agent to: (a) rent the Lockbox at the appropriate postal facility; (b) have custody of the keys or combinations for the Lockbox; (c) have unrestricted and exclusive access to the Lockbox; and (d) collect the mail from the Lockbox to be processed by Bank.

(d) Processing of Items Received in Lockbox. Bank will open all mail and process the items received in the Lockbox in accordance with the procedures described in the Service Terms for the Lockbox Plus Coupon Service. Substantial compliance by Bank with the procedures in the Service Terms for the Lockbox Plus Coupon Service shall be deemed to constitute the exercise of ordinary and reasonable care by Bank.

(e) Indemnification. Customer shall Indemnify Bank in connection with claims by third-parties which directly or indirectly arise from the handling of, processing, and credit given for remittance items processed and/or deposited under the Service Terms for Lockbox Plus Coupon Service.

(f) Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***:

(i) Customer understands and agrees that for the purpose of accepting and processing the items that are received in the Lockbox, Bank is acting as the agent for Customer. Bank will not be liable for acting pursuant to a court order, garnishment, tax levy or similar process in regard to any item processed in accordance with the Service Terms for Lockbox Plus Coupon Service.

(ii) Bank shall not be liable to Customer or to any third party for any currency, coin or other non-check payments received in the Lockbox.

(g) Termination. Upon the effective date of termination of the Service Terms for the Lockbox Plus Coupon Service, any items remaining in the Lockbox shall be processed in accordance with this Master Agreement except as prohibited under any applicable Law. In the event Bank is unable to process the items in the Lockbox according to the Service Terms for Lockbox Plus Coupon Service because items are received in the Lockbox following the effective termination of the Service Terms for Lockbox Plus Coupon Service, Bank may return all items to Customer at Customer's expense or, at Bank's option, close the Lockbox and return the items in the Lockbox according to post office's policies and procedures and in either event, Bank's obligations under these Service Terms for Lockbox Plus Coupon Service will terminate.

(h) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement prior to or commensurate with the date upon which Bank provides a product or service subject to HIPAA.

(i) Security Procedures. Security Procedures for viewing images and reporting through Comerica Business Connect™, receiving files from Bank, and transmitting files to Bank through the use of SFTP and Comerica Data Vault™, are fully described in the applicable User Guides. Generally, the differences in Security Procedures are:

(i) Comerica Business Connect™ requires the use of a security token, customer IDs, and passwords as described in the User Guide(s) for the Lockbox Plus Coupon Service.

(ii) SFTP requires the use of an ID, password and specified IP address.

(iii) Comerica Data Vault™ requires the use of Software that generates a password that is only known to the Software.

12. **Wholesale Lockbox Service.** Comerica's Wholesale Lockbox Service ("**Wholesale Lockbox Service**") is a traditional lockbox service for businesses with a low volume of high-dollar invoice payments. The Wholesale Lockbox Service accelerates the conversion of receivables into available funds by reducing mail, processing and deposit float. Remittances are sent by check to a specially numbered post office box using a unique zip code. Bank collects the mail, processes the remittances and deposits the funds to the customer's account. Invoices, remittance information and correspondence are forwarded to the customer.

(a) Lockbox. Bank will provide Customer with a post office address to a post office box designated by Bank for the Wholesale Lockbox Service ("**Lockbox**"). Customer will have its payors send payments to the Lockbox.

(b) Customer's Agent. Customer authorizes Bank to act as its agent to: (a) rent the Lockbox at the appropriate postal facility; (b) have custody of the keys or combinations for the Lockbox; (c) have unrestricted and exclusive access to the Lockbox; and (d) collect the mail from the Lockbox to be processed by Bank.

(c) Processing of Items Received in Lockbox. Bank will open all mail and process the items received in the Lockbox in accordance with Service Terms for the Wholesale Lockbox Service. Substantial compliance by Bank with the procedures in the Service Terms for Wholesale Lockbox Service shall be deemed to constitute the exercise of ordinary and reasonable care by Bank.

(d) Indemnification. Customer shall Indemnify Bank in connection with claims by third-parties which directly or indirectly arise from the handling of, processing, and credit given for remittance items processed and/or deposited under the Service Terms for Wholesale Lockbox Service. Limitations of Liability. Notwithstanding anything in this Master Agreement to the contrary, in addition to the limitations of liability set forth in ***Section I.L.1 of this Master Agreement***:

(i) Customer understands and agrees that for the purpose of accepting and processing the items that are received in the Lockbox, Bank is acting as the agent for Customer. Bank will not be liable for acting pursuant to a court order, garnishment, tax levy or similar process in regard to any item processed in accordance with the Service Terms for Wholesale Lockbox Service.

(ii) Bank will not be liable to Customer or to any third party for any currency, coin or non-check payments received in the Lockbox.

(e) Termination. Upon the effective date of termination of the Service Terms for Wholesale Lockbox Service, any items remaining in the Lockbox shall be processed in accordance with the Service Terms for Wholesale Lockbox Service except as prohibited under any applicable Law. In the event Bank is unable to process the items in the Lockbox according to the Service Terms for Wholesale Lockbox Service because items are received in the Lockbox following the effective termination of the Service Terms for Wholesale Lockbox Service, Bank may return all items to Customer at Customer's expense or, at Bank's option, close the Lockbox and return the items in the Lockbox according to the post office's policies and procedures, and, in either event, Bank's obligations under the Service Terms for Wholesale Lockbox Service will terminate.

(f) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement prior to or concurrent with the date upon which Bank provides a product or service subject to HIPAA.

F. HEALTHCARE RECEIVABLES

1. **Comerica Healthcare Receivables Automation™ Service.** Comerica Healthcare Receivables Automation™ Service ("**HRA Service**") is a healthcare information processing service designed to allow customers to automate their healthcare payment processing in a more efficient and effective manner.

(a) Additional Services Required. To use the HRA Service, Customer must also receive one or more of the following Services, subject to the applicable Service Terms: (a) Image Services; (b) Wholesale Lockbox Service; and/or (c) ACH Origination Service. By using the HRA Service with Image Services, Wholesale Lockbox Service and/or ACH Origination Services, Customer agrees to the Service Terms for such Service, and such terms are incorporated into and made a part of the Service Terms for the HRA Service by this reference.

(b) Access. The HRA Service is accessible through Comerica Business Connect™. By using the HRA Service, Customer agrees to the Service Terms for Comerica Business Connect™, which are incorporated into and made a part of the Service Terms for the HRA Service by this reference.

(c) HRA Service Deliverable Options. Customer may select the specific HRA Service deliverables it requests during HRA Service implementation.

(d) Liability. Bank will provide the HRA Service based upon the information provided by Customer. Bank will not independently verify the information submitted. Notwithstanding anything in this Master Agreement to the contrary, in addition to the Limitations of Liability set forth in ***Section 1.L.1. of this Master Agreement***, Bank shall not be liable for any errors, costs or liabilities arising from Bank's performance of the HRA Service to the extent such errors, costs or liabilities arose from Bank's reliance on the information provided by Customer.

(e) HIPAA Compliance. To the extent HIPAA may apply, Bank and Customer agree to take all necessary steps to comply with HIPAA. Where Customer is a Covered Entity (as defined by HIPAA) and/or Bank is a Covered Entity or Business Associate (as defined by HIPAA), Customer and Bank shall enter into a Business Associate Agreement prior to or concurrent with the date upon which Bank provides a product or service subject to HIPAA.

G. ADDITIONAL SERVICES

Bank may make other Services available. Such Services will be subject to the Service Terms for such Services.