

LOCKBOX RDC SERVICE TERMS AND CONDITIONS

These Terms and Conditions describe the service you have selected and set forth provisions governing your use of this Lockbox RDC Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Lockbox RDC Service, you agree to be legally bound by these Terms and Conditions and the Cash Management Services Master Agreement.

BACKGROUND

You maintain one or more business checking accounts with us (collectively, the “Account”). Through the use of our processing system (the “System”), we offer services which will allow you to transmit to us: (i) electronic images of checks and expedite the processing of such checks (the “RDC Service”); and (ii) electronic images of other billing-related items, including customer invoices and written authorizations to charge credit card accounts, and expedite the processing of such items (the “Lockbox Service,” and together with the RDC Service, the “Lockbox RDC Service”). You desire to use the Lockbox RDC Service, and we desire to provide the Lockbox RDC Service, in accordance with these Terms and Conditions.

ARTICLE I – DEFINITIONS

- 1.1 **Definitions.** Notwithstanding the definitions in the Master Agreement, capitalized terms used herein, but not otherwise defined, shall have the meanings assigned to such terms in Public Law 108-100 (October 28, 2003), 12 U.S.C. 5001, *et seq.*, and the regulations thereunder, as from time to time in effect (the “Check 21 Act”) or, if not defined therein, the Uniform Commercial Code. The following terms are defined as follows:
- (a) “Account Agreement” means all agreements and related disclosures governing the Account, as amended from time to time.
 - (b) “Check” means a check, payable to you, that you seek to process through use of the RDC Service.
 - (c) “Documentation” means all installation documentation and other manuals and instructions relating to the Lockbox RDC Service which we provide to you from time to time pursuant to this Agreement. Documentation includes documentation in written and electronic form.
 - (d) “Electronic Item” means an electronic image of a Check intended to be suitable for processing through the System.
 - (e) “Equipment” is defined in Section 4.8 below.
 - (f) “Remittance Item” means an electronic image of a customer invoice, of a written authorization to a charge credit card account or of other billing-related collateral, other than a Check, intended to be suitable for processing through the System.
 - (g) “Software” means any software provided by us to you, typically for additional fees, as an enhancement to the basic Lockbox RDC Service provided hereunder.

- (h) “Web Site” means our website created by our licensor for purposes of affording you access to the Lockbox RDC Service.

ARTICLE II – RDC SERVICE

- 2.1 RDC Service. During the term of the Agreement, we shall provide the RDC Service to you. We will use the Electronic Items you send us to print substitute paper checks and enter them into the check collection system. You shall comply with these Terms and Conditions, including the Exhibits and other Documentation, with respect to performance of the RDC Service. We shall have no obligation to process on any business day more than the dollar amount of Checks specified on Exhibit A, which amount may be modified by us from time to time. Notwithstanding the foregoing, we may choose in our sole discretion on any business day to process a dollar amount of Checks exceeding this limit.
- 2.2 Your Representations and Warranties. Notwithstanding the representations and warranties in the Master Agreement, you represent, warrant and covenant that with respect to each Check and corresponding Electronic Item processed in connection with the RDC Service:
- (a) You are a person entitled to enforce the Check and Electronic Item;
 - (b) All signatures on the Check and Electronic Item are authentic and authorized;
 - (c) The Check is not a forged, fraudulent or counterfeit item;
 - (d) The Check and Electronic Item have not been altered;
 - (e) Neither the Check nor the Electronic Item have been previously presented for payment;
 - (f) The Check was not previously converted to a substitute check as defined in Regulation CC, 12 C.F.R. Pt. 229;
 - (g) Neither the Check nor the Electronic Item contain obvious alterations to any fields which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which it is drawn;
 - (h) The Check is not a remotely created check as defined in Regulation CC, 12 C.F.R. Pt. 229;
 - (i) The Check is payable in U.S. currency;
 - (j) You are not aware that the Check is subject to a stop payment order, will be rejected because of insufficient funds in the account on which it is drawn or will be rejected because the account on which it is drawn is closed;
 - (k) The Check and Electronic Item are not otherwise prohibited by our procedures relating to the RDC Service or not otherwise unacceptable under the terms of your Account;
 - (l) The Electronic Item accurately represents all of the information on the front and back of the Check as of the time the Check was converted to an Electronic Item;
 - (m) Neither the Check, the Electronic Item nor any other digitized image of the Check will be presented for payment such that any person will be asked to make more than a single payment with respect thereto, and you will take such actions as we reasonably require in the Documentation or elsewhere to comply with this representation and warranty, including without limitation by placing a restrictive endorsement on the Check and/or by destroying or voiding the Check;

- (n) The Check and Electronic Item are not subject to a defense or claim in recoupment of any party that can be asserted against you;
- (o) You have not filed bankruptcy and you have no knowledge of any insolvency proceeding having been commenced against you by a third party; furthermore, you have no knowledge that the drawer of an unaccepted Check has filed bankruptcy or had an insolvency proceeding commenced against it by a third party;
- (p) Any returned Electronic Item is enforceable against you and the drawer of the Check; and
- (q) Unless otherwise agreed with us, you shall use the RDC Service solely in connection with Checks drawn on U.S. financial institutions and having U.S. ABA numbers. You will not attempt to convert any other Check (a "Foreign Check") into an Electronic Item (a "Foreign Electronic Item") or use the RDC Service with respect to any Foreign Electronic Item. You acknowledge and agree that:
 - i. The RDC Service is not available with respect to Foreign Electronic Items;
 - ii. The System will not always (or generally) recognize that an Electronic Item is a Foreign Electronic Item. Accordingly, any attempt by you to process a Foreign Electronic Item may give rise to a provisional or temporary credit which we will reverse at some future time, potentially several months after the initial credit and potentially after you have destroyed the corresponding Foreign Check; and
 - iii. You shall be liable to us for any overdraft and related charge resulting from the reversal of a provisional or temporary credit on a Foreign Electronic Item, and we shall have no liability to you if you are unable to obtain a payment replacing any Foreign Check for which you do not ultimately receive credit.

You further make all transfer and presentment warranties made under applicable law, regulation, clearinghouse rules and the Account Agreement. You shall be deemed to have repeated each of the foregoing representations and warranties by the processing of each Check or Electronic Item through the RDC Service.

2.3 Your Responsibilities.

- (a) You will verify the quality of images daily and ensure the Software and Equipment, as applicable, are clean and operating properly and that check images when scanned are legible for all posting and clearing purposes.
- (b) You will carefully inspect and verify all confirmation and rejected item notices daily and immediately notify us of any errors, discrepancies or fraudulent transactions.
- (c) ***You will use commercially reasonable measures to safeguard the original of each Check at all times and will bear all losses resulting from a loss or theft of any Check. You will retain the original of each Check for a reasonable period of time not less than fourteen (14) days after receipt of the statement on which the deposit associated with such Check appears (and for any longer period of time during which any dispute concerning such Check or any obligation relating to such Check may exist), provided that, upon our request at any time or***

from time to time, you will deliver to us within one day any or all original Checks in your possession.

- (d) You will use a commercially reasonable method subject to our approval to destroy Checks after your retention period has expired.
- (e) You will immediately notify us by telephone, followed by written confirmation, if you learn of any loss or theft of Checks or any breach of security protections relating to the RDC Service.

2.4 Our Responsibilities.

- (a) Consistent with any security procedures agreed upon between the parties, we will confirm the identity of any person executing a transaction pursuant to these Terms and Conditions. We may rely upon any written or verbal instruction by any person if we reasonably believe such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- (b) We will accept Electronic Items for deposit to the Account in compliance with these Terms and Conditions, provided that we shall have no obligation to accept for deposit in any single business day more than the amount indicated on Exhibit A (or such different amount as we may disclose to you from time to time) of such Electronic Items. Electronic Items shall be deemed received upon successful receipt of the transmission of images that are complete, usable and adhere to the data specifications set forth in the Documentation. Notwithstanding the foregoing, we may reject any Electronic Item that we, in our sole discretion, determine to be ineligible for the RDC Service (each, an "Exception Item"), including, without limitation, Foreign Electronic Items for Checks, Electronic Items that are illegible, duplicates of items previously deposited and Electronic Items with unreadable MICR information.
- (c) We will use commercially reasonable efforts to present Electronic Items for collection promptly after we have received your transmission of the Electronic Items. If a Payor Financial Institution returns an item to us unpaid, we will charge the Account for such returned item, and may either: (i) return the item to you; or (ii) re-present the item to the Payor Financial Institution before returning it to you. If a Payor Financial Institution or other third party makes a claim against us or seeks a re-credit with respect to any Electronic Item, we may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

2.5 Errors, Delays, Processing Deadlines, Disputes.

- (a) We are not responsible for any Electronic Items that we do not receive or that are dropped during transmission. An Electronic Item will be deemed received by us when we send you a confirmation that we have received the Electronic Item. Our sending this confirmation does not mean that the transmission was free of error or complete or that funds will be credited for that item.
- (b) In our sole discretion, we may reject any Electronic Item. We may correct the amount of any deposit by debiting or crediting the Account within a reasonable time after discovery of an error. We will notify you in the event that we do not accept an Electronic Item.

- (c) To the extent permitted by applicable law, we reserve the right to delay the availability of funds deposited in the Account without prior written notice to you if, in our sole discretion, we deem ourselves at financial risk with respect to the Lockbox RDC Service.
 - (d) You acknowledge that we have specific processing deadlines, which we may change from time to time. Transactions received and accepted by us by the deadline on a business day will be transmitted that day for settlement on such day. Transactions received and accepted by us after the deadline or on a non-business day will be processed the next business day.
 - (e) In our discretion, we may (but shall not be required to) institute an action or proceeding with respect to any Check or Electronic Item which is the subject of any existing or potential dispute, including, without limitation, an action to compel the claimants or potential claimants to interplead and litigate their several claims with respect to any of the foregoing.
- 2.6 Indemnity. Without limiting the indemnification provisions in the Master Agreement, you agree to indemnify and hold us, our licensors and providers of the RDC Service, and their respective directors, officers, employees and agents, harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses to the extent that they result from or arise out of: (i) any failure by you to prevent the loss or theft of a Check or to prevent a Check, digitized image of a Check or Electronic Item from being presented for payment more than once; (ii) any failure by you to void or destroy a Check properly; (iii) any claim that the unavailability of an original of a Check has caused damage to you or a third party; (iv) your using the RDC Service to process a Check or Electronic Item that does not meet the requirements set forth Section 2.2; and (v) the return of an Electronic Item (including a Foreign Electronic Item), even if such Electronic Item has been initially paid by the Payor Financial Institution, for any reason other than a breach by us of our duties under the Agreement.
- 2.7 Limitations on Our Liability. Without limiting the generality of the limitation of liability provisions in the Master Agreement, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Electronic Item for any reason (other than our gross negligence or willful misconduct), including without limitation, any allegation that the Check or Electronic Item in question was allegedly unauthorized, was a counterfeit, had been altered or contained an unauthorized signature.

ARTICLE III – LOCKBOX SERVICE

- 3.1 Lockbox Service. During the term of the Agreement, we shall provide the Lockbox Service to you. We will process the Remittance Items you send us to. You shall comply with these Terms and Conditions, including the Exhibits and other Documentation, with respect to performance of the Lockbox Service.
- 3.2 Your Responsibilities.
- (a) Remittance/Invoice Format. Your invoice and other billing collateral, if any, shall meet the specifications provided by us or as mutually agreed upon by the parties. We reserve the right to charge you for items that do not meet these specifications.
 - (b) Credit Card Authorizations. By using this Lockbox Service, you agree that all Remittance Items submitted to us for processing in the form of an authorization to charge a credit card account will be processed in accordance with, and subject to, the Terms and Conditions of the Merchant Service.

3.3 Our Responsibilities.

- (a) Receipt of Remittances. We shall retrieve all Remittance Items that you transmit to us under the Lockbox Service at least once each business day. We shall not be held liable for Remittance Items not successfully transmitted to us or for illegible, incomplete or incorrect Remittance Items transmitted to us.
- (b) Payment Crediting. In the case of any Remittance Item in the form of an authorization to charge a credit card account, we shall process each such Payment in accordance with the Merchant Services Terms and Conditions.
- (c) Data Capture. We shall, on each business day, capture data (such as invoice data) according to our instructions. We shall record the captured data in a format to be mutually agreed to with you. We reserve the right to charge you for items that do not meet these specifications.
- (d) Transmission of Data. Each business day, we shall provide to you data related to processed Remittance Items, in an agreed format. Such data shall be transmitted by mail or courier, or by password-protected electronic mail. Alternatively, it may be made available electronically through our File Transfer Protocol (FTP) system. If you elect to receive data via our FTP system, you agree to the File Transfer Protocol Service Terms and Conditions. You will be responsible to confirm data file compatibility during the testing phase of implementation and that an ongoing daily import verification process exist. In the event that you are unable to receive, or we are unable to make, a transmission of data, or in the event that you are unable to retrieve, or we are unable to post data, from or on the FTP system, then all processed Remittance Item data shall be held with us until the problem has been rectified or until the parties have agreed upon another arrangement.
- (e) Data Retention. We shall maintain captured data and images for a period of ninety days (90) days, after which we may delete and permanently remove this data/images from permanent storage, at our sole discretion. You may request a longer retention period, but extra fees will apply.

3.4 Lockbox Management System Portal. If you have requested access to, and use of the Lockbox Management System Portal and related services(the “Portal”) in connection with the Lockbox Service as provided in the Setup Form, the following provisions shall apply:

- (a) Hardware, Software and Internet Connection. You understand and agree that you may access the Portal by electronic transmission to the host server (the “Server”) through the Internet. In order to transmit data and instructions to the Server, you will need to maintain and/or comply with the technical specifications provided by us. You shall be responsible for all costs, expenses and fees related to the maintenance and/or compliance with such technical specifications.
- (b) User Identification and Passwords. The Portal is accessed by entering on the Portal sign-on Internet page a valid User Identification Code (a “UserID”) and a corresponding, valid Password (a “User Password”). At least one User (as defined in Paragraph (c) below) (an “Administrative User”), whose User ID and initial User Password shall be set forth on the most recent Setup Form accepted by us, may setup other Users, including adding Users, deleting Users, modifying User settings and enabling and disabling Users. You agree that all User ID(s) and User Password(s) (collectively, the “Access Information”) are confidential and that you will take or cause to be taken reasonable precautions to protect the confidentiality of the Access Information and not to disclose or permit the disclosure of the Access Information to any person

not authorized by you to access the Portal and transmit instructions to us on your behalf. Determination of the persons given access to the Portal as Users is solely within the control of an Administrative User.

- (c) Users; Security Procedures. The term “User” means any person or persons transmitting or causing to be transmitted to the Server a valid User ID and a corresponding, valid User Password, and includes an Administrative User. You acknowledge and agree that when any person, whether or not designated by you as a User, and whether or not authorized by you to access the Portal, transmits a valid User ID and a corresponding, valid User Password, such person may access the Portal and initiate transactions using the Lockbox Service, subject only to the values and settings established for that User ID by an Administrative User through the use of the “User Maintenance” function of the Portal, or as set forth on the most recent Setup Form accepted by us (the “User Settings”). You understand that when any person or persons transmits or causes to be transmitted to the Server a valid User ID and a corresponding, valid User Password, we are not able, and shall have no responsibility to further verify or determine that any such person or persons have been authorized by you to access the Portal or complete transactions. You agree that the requirement of a combination of User ID and User Password constitute a commercially reasonable security procedure for granting access to the Portal only to those persons authorized by you to have such access and for permitting us to verify that any access transaction or communication originated from, and was properly authorized by you. You understand and agree that this security procedure is not designed to detect errors in the content of any transaction or communication originated through the use of the Portal.
- (d) Authorization of Transactions. After using the Access Information to access the Portal, you agree that any instructions to complete transactions which are transmitted to us within the scope of a User’s User Settings, shall constitute your authorization to us to complete the transactions in accordance with such instructions. YOU AGREE THAT IF YOU GIVE, OR CAUSE OR PERMIT TO BE GIVEN THE ACCESS INFORMATION TO ANY PERSON, YOU ARE AUTHORIZING THAT PERSON TO TRANSMIT INSTRUCTIONS TO COMPLETE TRANSACTIONS ON YOUR BEHALF AND SHALL BE RESPONSIBLE FOR ANY TRANSACTIONS COMPLETED THROUGH THE USE OF THE PORTAL BY THAT PERSON. YOU AGREE THAT INSTRUCTIONS TRANSMITTED TO US THROUGH THE USE OF, OR ACCOMPANIED BY, THE ACCESS INFORMATION SHALL BE EFFECTIVE AS YOUR INSTRUCTIONS TO US, WHETHER OR NOT IN FACT AUTHORIZED BY YOU PROVIDED WE HAVE ACCEPTED THE INSTRUCTION IN GOOD FAITH. EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW AND NOTWITHSTANDING ANY LIMITATIONS ON LIABILITY IN THE MASTER AGREEMENT, WE SHALL INCUR NO LIABILITY TO YOU BY OUR ACCEPTANCE OR PERFORMANCE OF ANY INSTRUCTION TRANSMITTED THROUGH THE USE OF, OR ACCOMPANIED BY THE ACCESS INFORMATION, EVEN THOUGH SUCH INSTRUCTION MAY NOT IN FACT HAVE BEEN AUTHORIZED BY YOU.
- (e) Liability for Unauthorized Transactions; Contact Information. If you believe that your Access Information has been lost, stolen or compromised, or that any transactions affecting your accounts were not authorized by you, you shall contact us immediately by calling the Cash Management Customer Service Line at (866) 943-8739. You agree that you shall be liable for any transactions, which, whether or not in fact authorized by you, are initiated through the use of the Portal by any person or persons who supplied to the Server valid Access Information.
- (f) Availability of Portal. You understand and agree that, although we will endeavor to make the Portal available to you from 7:00 a.m. until 11:00 p.m. Eastern Time on business days, the

Portal or the Server may be unavailable, and you may be unable to access the Portal, from time to time during that period due to the performance of maintenance functions, servicing, upgrading and testing the software, equipment and telecommunications devices we use in connection with the operation of the Server, malfunctions or failures of software, equipment, or telecommunications devices, unusual transaction volume on the Server or similar reasons. We will endeavor to minimize the periods of time during which the Portal or the Server is unavailable for such reasons. You agree that we shall not be responsible for any loss, damages, costs or expenses which you may suffer or incur as a result of, directly or indirectly, the unavailability of the Portal or the Server, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur as a result of your inability to access the Server or the Portal caused directly or indirectly, in whole or in part, by your PC, the browser software or any other software installed on your PC, your inability to establish a connection to the Internet, your ISP or capacity or other limitations or constraints of the Internet. YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR PROCESSING ANY INSTRUCTION OR REQUEST YOU INITIATE USING THE PORTAL WHICH IS NOT ACCEPTED BY US AT THE SERVER.

- (g) Portal. Portal availability, and the manner in which the Portal may be accessed and instructions transmitted to the Server, are described in the Setup Form. We will not be held liable for any data, images and/or information that have been downloaded onto your PC.

- 3.5 Remittance Item Validity. We shall have no obligation to determine whether any Remittance Item is valid, genuine or proper in any respect. You agree to notify us within sixty (60) days of discovery of any processing error, and any claim that is not made within the said timeframe shall be deemed to have been waived.
- 3.6 Limitations on Our Liability. Without limiting the generality of the limitation of liability provisions in the Master Agreement, our sole obligation in the event of negligence or error by us in the performance or non-performance of our duties under the Lockbox Service, and your sole remedy therefor, shall be limited to reprocessing by us of any related Remittance Item for you.

ARTICLE IV – ADDITIONAL TERMS AND CONDITIONS

- 4.1 Our Responsibilities. In addition to the duties set forth in Article II and Article III of these Terms and Conditions:
 - (a) We will exercise ordinary care in the performance of our obligations under these Terms and Conditions, including the maintenance of the confidentiality of your Account and of any identification device, symbol, or code utilized by you in obtaining the Lockbox RDC Service.
 - (b) As applicable for the services selected by you, from our offices and/or the offices of our licensors and providers, we will provide installation and training support as reasonably required for your implementation of the Lockbox RDC Service.
 - (c) We will host the Web Site on a server with which you may establish a secure connection over the Internet.
 - (d) We will provide or arrange for maintenance and support for the Web Site and/or the Software as reasonably necessary to permit your processing of transactions through the System.

4.2 *Your Responsibilities.* In addition to the duties set forth in Article II and Article III of these Terms and Conditions:

- (a) You agree to pay the service charges and transaction fees set forth in the most recently published Commercial Fee Schedule or otherwise provided to you. To the extent that the funds in the Account are insufficient to cover all fees you owe for this Lockbox RDC Service, you will pay any such fees upon demand by us.
- (b) You will order, obtain and maintain the Software and Equipment and download and, if applicable, install the appropriate scanner drivers.
- (c) You will access the Web Site in accordance with the Documentation and maintain any interface used in connection with the Software and Equipment.
- (d) You will utilize the Software, Equipment and Web Site in accordance with the Master Agreement and these Terms and Conditions, including without limitation all security procedures described in the Master Agreement and these Terms and Conditions, and not bypass, override or disable any security mechanisms described in the Master Agreement or these Terms and Conditions.
- (e) You will train your employees authorized to use the Lockbox RDC Service in the use of the Lockbox RDC Service.

4.3 *Additional Security Procedures.* In addition to the security procedures set forth in the Master Agreement and Exhibit B attached hereto, if more than one person uses the Lockbox RDC Service, you agree to appoint an individual administrator (“Administrator”) with the authority to: (i) determine who will be authorized to use the Lockbox RDC Service; (ii) establish separate passwords for each user; and (iii) establish limits on each user’s authority to access information and conduct transactions. You are responsible for the actions of your Administrator, the authority the Administrator gives others to act on its behalf, and the actions of the persons designated by the Administrator to use the Lockbox RDC Service.

4.4 *Consumer Accounts, Personal Use.* Without limiting any provision of these Terms and Conditions or the Master Agreement, you acknowledge that the primary purpose of the Lockbox RDC Service is to expedite the handling of checks deposited into business checking accounts with us and the processing of other Remittance Items, and that any other use permitted by us, including the processing of checks deposited into personal accounts, is provided for your convenience and incidental to the primary, commercial use of the Lockbox RDC Service. Further, you acknowledge and agree that all provisions of the Master Agreement and these Terms and Conditions including, without limitation, limitations on our liability and your agreement to indemnify us for losses arising out of your use of the Lockbox RDC Service, apply equally to consumer use of the Lockbox RDC Service. You therefore assume any and all risks that may arise out of your consumer use of this Lockbox RDC Service, including the risk described in the Master Agreement and these Terms and Conditions.

4.5 *Termination.*

- (a) You may terminate the Lockbox RDC Service at any time by calling (866) 943-8739 and allowing us a reasonable opportunity to act upon your request. If you terminate, we will not refund any portion of any fee assessed for any Check, Electronic Item or Remittance Item previously processed using the Lockbox RDC Service.

- (d) We may terminate the Lockbox RDC Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (i) we have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (ii) we believe the Lockbox RDC Service is not being used for its intended, bona fide and lawful purposes under these Terms and Conditions; (iii) we have reason to believe the LockBox RDC Service is being used in an anti-competitive manner or contrary to our business interests; your Account is closed; (iv) access to your Account is restricted for any reason; or (v) if you do not use the Lockbox RDC Service for a period of time after being notified by us.
 - (e) Termination by either party will not affect your liability or obligations under these Terms and Conditions, the Cash Management Services Master Agreement or any other agreements you have with us for actions we have taken on your behalf.
- 4.6 *Refusal to Process Transaction.* We will have no obligation to process any transaction or honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Lockbox RDC Service; (iv) is not in accordance with any other requirement stated in these Terms and Conditions or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor.
- 4.7 *License.* Subject to these Terms and Conditions, we hereby grant you a limited non-exclusive and non-transferable license to access the Web Site and any Software provided by us to you for those portions of the Lockbox RDC Service selected by you, solely for your own business operations. This license may be used solely in connection with the Lockbox RDC Service and may not be used by you for any other purpose. You may not grant any sub-licenses and any attempt to grant any sub-license shall be void. Notwithstanding the above license grant, this license does not include a license to any software or any third party operating systems or applications that may be required for use of the Lockbox RDC Service. You shall be solely responsible for purchasing and obtaining a license to use any such third party software.
- 4.8 *Equipment.* In order to use the Lockbox RDC Service, you must purchase, possess or lease one of the following sets of equipment (each set, the “Equipment”):
- (a) A scanner that meets the qualifications in our Documentation and is connected to a computer with the most recent version of software recommended by us or otherwise suitable for us to provide the LockBox RDC Service to you; or
 - (b) A scanner that meets the qualifications in our Documentation and is connected to a computer with software sufficient to generate image files of Checks and transmit the resulting Electronic Items to the Web Site using the x9.37 fed file transfer protocol.
- 4.9 *Limitation on Liability for Equipment.* You and any third-party vendors or lessors of the Software and Equipment shall have sole responsibility for the adequacy and proper functioning of the Software and Equipment. We shall have no liability for your problems in obtaining the LockBox RDC Service and/or your dissatisfaction caused by the Software and Equipment, and we make no representations or warranties concerning the Software and Equipment. At your sole expense, you must acquire all other equipment, computer software and telecommunication, cable and electrical services necessary for the LockBox RDC Service. You shall contract with an Internet service

provider for the transmission of data between the parties, and we shall have no responsibility whatsoever with respect to such companies or their services.

- 4.10 Equipment We May Supply to You. If we supply you with Equipment free of charge or at a reduced cost in exchange for your commitment to use the Lockbox RDC Service for a minimum length of time, the following terms apply:

(a) Provision of Equipment:

(i) THE EQUIPMENT IS PROVIDED “AS IS.” THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT, EXCEPTING ANY MANUFACTURER’S WARRANTY AVAILABLE TO YOU AND/OR ANY WARRANTY SEPARATELY PURCHASED BY YOU. YOU ASSUME ALL RISKS OF THE USE, RESULTS AND PERFORMANCE OF THE EQUIPMENT.

(ii) You understand that, as part of the Lockbox RDC Service, you are obligated to meet the system requirements as provided by us and the inability to meet such system requirements will preclude you from utilizing the Equipment and the Lockbox RDC service.

(b) Term of Agreement. For a period of thirty-six (36) months from the date we supply you with the Equipment (the “Exclusive Term”), you agree to use the Lockbox RDC Service provided by us and not to use any competing service provided by any other party, provided that you may discontinue use of the Lockbox RDC Service on this basis at any time by giving written notice to us.

(c) Monthly Maintenance Fee. You agree to pay the monthly maintenance fee published in the most recent Commercial Fee Schedule for each month during the Exclusive Term.

(d) Early Termination. Notwithstanding the termination provisions in the Master Agreement, in the event you discontinue use of the Lockbox RDC Service on an exclusive basis during the Exclusive Term or breach your obligations under the Master Agreement and these Terms and Conditions, you agree to return the Equipment to us within 15 days in the Equipment’s original condition, ordinary wear and tear excepted, and to pay us the monthly maintenance fee for each month (or partial month) remaining in the Exclusive Term. You will remain responsible for any and all other payments required by you under the Master Agreement and these Terms and Conditions.

(e) Maintenance Plan. We are not liable for any loss, damage or malfunction of the Equipment, and you will be responsible for any necessary maintenance, repair or replacement of the Equipment at your own cost. Maintenance and extended warranty plans for the Equipment may be available from third parties, such as the manufacturer of the Equipment.

- 4.11 Customer Controls. We have the right to mandate specific internal controls governing your use of the Lockbox RDC Service, including physical, administrative and technical controls. In addition, we have the right to audit your compliance with the Terms and Conditions of the Lockbox RDC Service, including all requirements in the Documentation.

- 4.12 Injunctive Relief. You acknowledge that your violation of these Terms and Conditions may cause irreparable injury to us, and agree that we shall be entitled to temporary and preliminary injunctive

relief to prevent any such violation, without the necessity of proving actual damages or posting a bond.

- 4.13 Third Party Beneficiaries. You acknowledge and agree that any party that licenses the Web Site to us is a third party beneficiary of the Master Agreement and these Terms and Conditions with respect to any provisions dealing with the use and protection of intellectual property, and such licensor shall be authorized to enforce the provisions of the Master Agreement and these Terms and Conditions designed to protect its Confidential Information and intellectual property rights. Otherwise, the Master Agreement and these Terms and Conditions are for the sole and exclusive benefit of the parties and are not intended to benefit any third party.
- 4.14 Survival. In addition to the survival provision in the Master Agreement, the provisions of Sections 2.3(c)-(e), 2.6, 2.7, 3.5, 3.6, 4.2(a), 4.10(d), and 4.13 of these Terms and Conditions shall survive any termination of the Lockbox RDC Service.

EXHIBIT A
Single Day Deposit Limit

As part of the initial remote deposit setup, you (customer) will need to provide the maximum daily deposit amount, we shall accept and approve for processing. In any single business day, we shall have no obligation to accept for deposit from you more than the maximum daily deposit amount that we have approved and agreed to accept.

Upon our approval, the maximum daily deposit amount can change per your request. The request will need to be communicated to the us based upon the Terms and Conditions of the Cash Management Master Agreement.

EXHIBIT B
Additional Security Procedures

In addition to the security procedures and confidentiality provisions contained in the Master Agreement and the Terms and Conditions, you will select one or more passwords and will take all commercially necessary steps to preserve the confidentiality of such passwords. We will ensure that you enter a selected password prior to gaining access to the Web Site for purposes of obtaining the Lockbox RDC Service.