

LOCKBOX SERVICE

TERMS AND CONDITIONS

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

BACKGROUND

You regularly receive from individuals and business entities (singularly, a “Remitor” and more than one, “Remitors”), via the United States Postal Service (the “USPS”), remitted invoices accompanied by related payment in the form of a draft (check), a money order or an authorization to charge a credit card account (“Payment”), as indicated on the invoice (singularly, a “Remittance” and collectively, more than one, “Remittances”). You have requested that we perform certain services in connection with the Remittances, as described herein (collectively with the Portal (defined in Section 1.4 below), the “Services”), and subject to the terms of this Agreement, we have agreed to perform such services.

ARTICLE I – TERMS AND CONDITIONS

1.1 Your Responsibilities.

- (a) **Establish Post Office Box.** Prior to, or upon execution of this Agreement, you shall, with our assistance, establish and maintain during the term of this Agreement a post office box or boxes (whether one or more, the “Lockbox”) at one or more United States Post Offices (whether one or more, the “Post Office”) as set forth in the Lockbox Setup & Business Rule Instructions Form (as the same may be amended from time to time, the “Setup Form”). The Lockbox shall be of sufficient size to accommodate your expected volume of Remittances, and you shall be responsible for all fees and expenses levied by the USPS in connection with the Lockbox. Upon the establishment of the Lockbox, you authorize us as your agent, to obtain the Lockbox number assigned by the USPS and the key to access the Lockbox.
- (b) **Instructions to Remitors.** Upon the establishment of the Lockbox or the effective date of this Agreement, whichever occurs later, you shall instruct all Remitors to mail Remittances to the Lockbox. You shall also instruct Remitors that only Remittances shall be mailed to the Lockbox and that any other materials or correspondence shall be directed to another of your mailing addresses.
- (c) **Collections Processing.** You shall, as part of these Terms and Conditions, complete the Setup Form outlining the specific processing instructions to be followed for Remittances. The Setup Form will be provided during onboarding, and incorporated into these Terms and Conditions by reference and may be amended from time to time as described in the amendment provisions of the Master Agreement, such amendments also becoming part of these Terms and Conditions. We reserve the right to charge you additional fees beyond those set forth in our Commercial Fee Schedule, as amended and published on our website from time to time, for Remittances that require special handling not described in the Setup Form.
- (d) **Invoice Format.** Your invoice, and the envelope in which an invoice and any Payment is mailed to the Lockbox, 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. We reserve the right to charge you additional fees beyond those set forth in our Commercial Fee Schedule, as amended and published on our website from time to time, for Payments that require special handling not described in the Setup Form.

1.2 Our Responsibilities.

- (a) Lockbox Collections. We shall retrieve all mail in the Lockbox at least once each “business day” (as defined in the Master Agreement). You specifically authorize us, or any party designated by us, to enter the Lockbox for this purpose, in accordance with the terms of the Agreement, and to physically deliver such mail to our Operation Center. We shall not be held liable for missing, redirected or non-posted payments.
- (b) Collections Processing. We shall open each envelope, remove and examine the contents thereof, and use our reasonable efforts to process Payments in accordance with the instructions set forth in the Setup Form. Notwithstanding the instructions provided in the Setup Form you agree that we may, at our option, return Payments which contain legends of any nature (such as “accord and satisfaction,” “payment in full” or any other legend) or process them. We will not be liable for Payment processing delays caused by the USPS.
- (c) Branch Acceptance of Lockbox Payments. If so indicated in the Setup Form, our branch locations may accept your lockbox payments under the conditions set forth in the Setup Form. Any Lockbox payments submitted to our branch locations, instead of through the Lockbox, will be processed, at minimum, with a one (1) day delay.
- (d) Payment Crediting:
 - (i) In the case of any Payment in the form of a draft or a money order, we shall endorse each such Payment that is acceptable in accordance with the instructions set forth in the Setup Form, “Credit to the Account of the Within Named Payee, Lockbox Service” or a variation thereof of similar effect and deposit the proceeds of the Payment in your demand deposit account designated by you for that purpose in the Setup Form. All such deposits shall be accepted by us under the terms of, and subject to the our Rules and Regulations for Deposit Accounts, as may be amended by us from time to time (the “Rules and Regulations”), and you shall pay all fees and charges incident to the activity in, and maintenance of, the deposit account.
 - (ii) In the case of any Payment in the form of an authorization to charge a credit card account, we shall process each such Payment in accordance with that certain Merchant Services Terms and Conditions for credit card services, of even date herewith and between the parties hereto.

1.3 Automated Services. In addition to any processing or handling provisions set forth in the Merchant Services Terms and Conditions, if you have requested automated Services in connection with the Lockbox as provided in the Setup Form, the following provisions shall apply:

- (a) We shall, on each business day, capture data according to the instructions set forth in the Setup Form. We shall record the captured data in a format to be agreed to with you.
- (b) Each business day, we shall provide to you data related to processed Remittances, 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. You will be responsible to confirm data file compatibility during the testing phase of implementation and that an ongoing daily import verification process exists.

- (c) 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 data shall be held with us until the problem has been rectified or until the parties have agreed upon another arrangement.
- (d) 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.

1.4 Lockbox Management System Portal. In addition to any processing or handling provisions set forth in the Merchant Service Terms and Conditions, if you have requested access to, and use of the Lockbox Management System Portal (the "Portal") in connection with the Lockbox 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 "User ID") 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. Notwithstanding the confidentiality provisions in the Master Agreement, 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 Services, 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 Services, 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. Notwithstanding the security procedure provisions in the Master Agreement, you agree that the use of the 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 or stolen, 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 Services 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 has been downloaded onto your PC.

1.5 Fees.

- (a) You shall compensate us for the Services rendered by us hereunder in accordance with the schedule of fees and miscellaneous charges set forth in our Commercial Fee Schedule, as amended and published on our website from time to time.
- (b) Billing and payment for the annual PO Box rental fee shall be made by the process described in this Section 1.5(b) (hereinafter referred to as the “Automatic Payment Program”), unless you elect not to enroll in the Automatic Payment Program by completing and executing an Opt Out Statement and delivering it to us. In the event a complete and executed Opt Out Statement is not received by us within thirty (30) days following the earlier of the delivery of these Terms and Conditions to you or your use of the Services, you shall be deemed to have authorized us to enroll you in the Automatic Payment Program for the payment of your annual PO Box rental fee, and you expressly agree that you will remain enrolled in the Automatic Payment Program until written notice is received by us from you indicating your intention to terminate your participation in the Automatic Payment Program. Billing and payment through the Automatic Payment Program shall be made as follows:
 - (i) Within 30 days of the due date for the annual PO Box rental fee, we shall tender payment for the annual (12 month) fee on your behalf to the Post Office where your PO Box is located.
 - (ii) On the last day of the month in which your annual PO Box rental fee is paid by us, we shall automatically debit your account with us in the amount of the annual rental fee.

- 1.6 Except as may be provided in the Merchant Services Terms and Conditions, we shall have no obligation to determine whether any Remittance or Payment is valid, genuine or proper in any respect, and we shall have no liability for any check or money order Payment which is returned unpaid by the drawee bank or other entity for any reason. 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.

- 1.7 Duty of Care. We agree to exercise reasonable care in performing our duties under these Terms and Conditions.

- 1.8 LIMITATION ON DAMAGES. NOTWITHSTANDING ANY LIMITATIONS ON LIABILITY IN THE MASTER AGREEMENT, OUR SOLE OBLIGATION IN THE EVENT OF NEGLIGENCE OR ERROR BY US IN THE PERFORMANCE OR NONPERFORMANCE OF OUR DUTIES HEREUNDER, AND YOUR SOLE REMEDY THEREFOR, SHALL BE LIMITED TO REPROCESSING BY US OF ANY RELATED REMITTANCE FOR YOU.

- 1.9 Survival. In addition to the survival provision in the Master Agreement, the provisions of Sections 1.4, 1.6 and 1.7 of these Terms and Conditions shall survive any termination of the Services.