

This Service Description is part of the Treasury Services Master Agreement (the “*Master Agreement*”) currently in effect between you and BMO Bank N.A. (“*we*” or “*us*” and “*our*”). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Services.

As part of our Online Banking for Business Service (“*OLBB*”) we offer you the ability to access information regarding your Account(s) and Services via the Internet. AutoConnect provides you with the ability to access on an automated basis (i) those Account(s) available to you through OLBB; (ii) those Bank of Montreal Account(s) available to you through Bank of Montreal’s Online Banking for Business; and (iii) those accounts you have at other banks for which we offer this Service, which are available to you through a similar Internet-based system. Those banks accessible through AutoConnect are provided on Exhibit A to this Service Description (each an “*Eligible Bank*”). Through AutoConnect you will have the ability to automatically schedule the upload and download of reports otherwise available to you without accessing OLBB, Bank of Montreal’s Online Banking for Business or the Eligible Bank’s system, as applicable.

2. User Identification.

You will be required to log on to AutoConnect during the initial set up for AutoConnect. At that time, you will provide your User ID and password. Only the individual who is the Authorized User for AutoConnect will be permitted to access Account information through AutoConnect. If you have Bank of Montreal Accounts or accounts at an Eligible Bank you wish to access through AutoConnect, you will be required to provide the User ID and password for the Authorized User of such Accounts.

3. Access.

We are not responsible for any delay or failure in your ability to access AutoConnect due to circumstances beyond our control including, but not limited to, disruptions in communications facilities, power or equipment failures, or the neglect, action or failure to act of any other bank, intermediary or processor, failure of any of your systems, software, Internet browser or other of your equipment that do not permit you to access the Internet and AutoConnect. In any event, we will have no liability to you based on unavailability of the Services. If the Services in general or any other communication system or AutoConnect becomes disabled or is otherwise unavailable for your use for any period of time, you must promptly notify us of the situation. If within our control, we will cooperate to restore access as promptly as possible.

4. Responsibilities.

In addition to your responsibilities under the Master Agreement, you agree to ensure that access to AutoConnect and other Services including OLBB, Bank of Montreal’s Online Banking for Business, if any, and those offered by Eligible Banks accessed through AutoConnect, if any, are only accessed by Authorized Users for authorized activities. If you wish to change the ability of an Authorized User to access AutoConnect, you must change authorization of the individual using the procedure in place with the bank that provides the service; either us for OLBB; Bank of Montreal for its Online Banking for Business or for Eligible Bank Accounts accessed through AutoConnect, the Eligible Bank. We cannot change the Authorized User for AutoConnect. We are not responsible for any Authorized User’s authority. Notwithstanding our efforts to make AutoConnect secure, you understand that the Internet is inherently insecure and that all data communications and transfers occur openly on the Internet and can be monitored, intercepted, rerouted, copied and read by others. To reduce the likelihood of such third party access, you agree to transmit and receive data and messages through AutoConnect using only software, including, but not limited to, browser software, or other access devices, that support the Secure Socket

Layer (“SSL”) 128 bit encryption protocol or other protocols required by or acceptable to us and to follow the other Security Procedures that support such protocols.

5. Equipment.

You agree that you have installed and will maintain during the term of this Service Description the equipment identified in Exhibit B attached to this Service Description and referenced in documentation provided to you, as may be amended from time to time. We are not responsible if any of the equipment in Exhibit B or referenced in documentation fails to function properly.

6. Fees.

You agree to pay fees for the use of the AutoConnect system and services during the term of this Service Description as provided in the Master Agreement. The fee schedule will be provided to you.

7. License.

You will receive a non-exclusive, non-transferable license to use the AutoConnect software (the “Software”) from BancBridge Software Systems, Inc. (“BancBridge”) the provider of the Software. You agree that your use of the Software is subject to the terms of any license agreement presented to you by BancBridge at the time BancBridge delivers the Software to you. We are not licensing any Software to you pursuant to this Service Description or otherwise.

8. Installation and Maintenance.

Unless otherwise agreed by the parties, you shall be responsible for the payment of all costs of installation of any Software provided to you in connection with the Services, as well as for the selection, installation, maintenance and repair of all hardware and other software required on your premises for the successful operation of the Software. In addition, you shall be responsible for your training on how to use the Software properly. We shall make available a help desk to provide technical support to you during normal business hours. In addition, you will receive a User Guide describing the Software and services.

9. No Warranty.

AutoConnect is provided “as is” without any warranty or condition of any kind, express or implied, including, but not limited to implied conditions or warranties of merchantability and fitness for a particular purpose, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. We do not warrant that the functions contained in AutoConnect or the Software will meet your requirements or that the operation of AutoConnect or the Software will be uninterrupted or error free. For greater certainty, in connection with the Software, we do not provide and expressly disclaim and exclude any warranty or condition of any kind, express or implied, including, but not limited to the implied conditions or warranties of merchantability and fitness for a particular purpose, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

10. Limitation of Liability.

We will not be liable to you for any damages or losses suffered or incurred in connection with your use of AutoConnect except for your direct damages or losses that are attributable to our negligence or willful misconduct; provided, however, that the amount of our liability shall not exceed the amount of fees paid by you for AutoConnect provided under the terms of this Service Description during the month in which the cause of action arose.

THIS SERVICE DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING PART OF THE MASTER AGREEMENT.

EXHIBIT A
OTHER BANK(S) ACCESSIBLE THROUGH AUTOCONNECT

- **BANK OF AMERICA**

EXHIBIT B SYSTEM SPECIFICATIONS

Compatibility

AutoConnect Platform

- AutoConnect is supported on all active Microsoft Windows environments, including Windows 2000, Windows XP, Windows 2003. AutoConnect WebEngine command line is available on any machine that supports a Java Runtime Environment.
- Processor: Minimum Pentium II 450 MHz; Pentium III-class 600 MHz recommended.
- Recommended RAM: 128 MB for Windows 98, 256 MB for Windows 2000 Pro, 256 MB 2000 Server, 256 MB for Windows XP Home, 256 MB Windows XP Pro, 256 MB for Windows Server 2003.
- Disk space: minimum 100 MB available disk space. Disk space required could be greater, depending on the size of files downloaded from the bank.

Web Server Platform (WebUpdate, Service Authorization, Usage Tracking)

- Any web server that supports Java Servlets/JSP
- Operating Systems supported include Microsoft Windows NT 4.0/2000/XP/2003 and all common UNIX platform (including: HP-UX, AIX, SunOS, Digital OSF, SCO OpenServer, Linux).
- Follows a component architecture. Can be reused and packaged in different ways to speed up the development process while increasing the quality of the product.
- Fully supports Unicode: enabling support for multiple languages.

Specifications

Security compatible

- Tokens, digital, USB and manual
- Digital certificates

HTTP(S) scripting abilities

- File up/download
- Uploaded files turned into forms submission
- Download screen reports turned into locally saves files.

SMTP Agent

- Send email with attachments (Using template)
- Support for SMIME/PGP Signatures
- Support for SMIME/PGP Encryption

POP Agent

- Receive email with attachments (Using template)
- Support for SMIME/PGP Signature verification
- Support for SMIME/PGP File Message decryption
- Only new message retrieval
- Message filter (Check only messages from)
- Support to save message as well attachment as file

FTP/Agent

- Up/download files to FTP server (Using template)
- Support for file masks (Specify *txt to get all files,

etc.)

SFTPAgent; FTP over SSH

- Up/download files to SFTP server (Using template)
- Support for file masks (See above)

FTPSAgent; FTP over SSL/TLS (Support explicit mode)

- Up/Download files to FTPS server (Using template)
- Support for file masks (See above)

TFTPAgent; TFTP is telnet ftp

- Up/download files to TFTPServer (Using template)

SCPAgent; SCP is copy over SSH

- Up/download files to SSH Server (Using template)

PRINTAgent

- Print to a printer (Using template)

CSV Parsing support (Excel as well as Regular CSV)

- Use date from a file to submit on the website (Filling out say wires)

Multiple sessions in same service

Sessions can be chained. Meaning download from webserver using https and copy to another server using scp and so on.

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