

This Service Description is part of the Treasury Services Master Agreement, Global Treasury Management Services Master Agreement, or other master agreement for treasury and payment services (the “*Master Agreement*”) currently in effect between you and BMO Bank N.A. (“*Bank*”), 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 the 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.

We will make available to you our Check Imaging Service (the “*Service*”) as described in this Service Description. This Service allows you to view images of checks presented against your designated Account(s) via the methods described herein. The “*Image Capture*” feature of this Service is the imaging and storage of:

- checks drawn on your designated Account(s) and presented to us for payment after we begin providing the Service to you, whether such checks are paid by us “*or not*” then paid by us because of a stop payment order, positive pay process, or any other reason, and
- checks deposited to your designated Account(s) after we begin providing the Service to you, including any deposit tickets associated with such deposited checks.

Images of deposited, paid, and returned checks can be accessed through our Online Banking for Business service (“*OLBB*”). Images of paid checks are also available via two alternative file delivery methods using our OpenText file delivery service. Each of these methods is described in further detail below. Image Capture information can be retrieved by performing a search for check images based on the functionality offered by each respective access method.

In order to access aspects of the Service which are available through OLBB, you must also sign up for the OLBB service and complete the applicable Service Documentation and setup process and we must agree to provide that service to you.

## 2. Check Images.

We will follow generally accepted standards prevailing in the banking industry for check imaging services in providing the Services. You acknowledge that the check imaging service we provide is based on automated check processing without our manual inspection of each check to verify the accuracy of MICR encoding. Accordingly, the accuracy of check image indices will depend on the correctness of the MICR encoding performed by the check’s bank of first deposit, the check vendor, and your laser printer. We will not be responsible for MICR information that is inaccurate or unreadable for any reason.

## 3. Image Retrieval.

The Image Capture information may be retrieved and viewed by you, as elected by you, as follows:

- (a) *OLBB*. Our OLBB Service allows you to view deposited, paid, and returned checks covered by Image Capture. Check images will remain available for viewing for seven (7) years following the paid, deposit, or chargeback date of the check, after which time they will no longer be available in any format. Images of checks deposited to your Accounts may not have been finally paid or collected, and are subject to chargeback by us.

- (b) *E-Delivery with Image Viewing Software.* Image Capture information for checks drawn on your designated Account(s) and paid by us can be made available to you, at the frequency offered by us and selected by you, via an electronic file downloadable through the OpenText service. The electronic file is made available together with our Check Imaging software (the “*Image Viewing Software*”) that is required to search for and view the check images.
- (c) *E-Delivery – Bulk XML File.* Image Capture information for checks drawn on your designated Account(s) and paid by us can also be made available to you, at the frequency offered by us and selected by you, via an electronic XML file downloadable using the OpenText service. The XML file can be used to populate internal archive or other internal reporting information systems. This option does not include image viewing software, which must be supplied by you in order to retrieve and view the Image Capture information.

#### **4. Service Setup; Image Capture Software.**

You are responsible for obtaining and maintaining, at your own expense, all of the necessary hardware, software and communication devices, systems and services required for you to access the Service and the Image Capture information. We do not endorse any computer manufacturer or software vendor, or guarantee that any hardware or software configurations will meet, or continue to meet, our specifications, which are updated from time to time. We may supplement or amend the Service Documentation from time to time to cover improvements or modifications in the Service and will provide notice to you of any material changes.

Upon making the Image Capture Software available to you, we grant you a limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license to access and use the Image Capture Software solely for the purposes contemplated in this Service Description and the other Service Documentation. This license and your use of the Image Capture Software are subject to all instructions and documentation we may in our sole discretion make available in connection therewith. You acknowledge and agree that the Image Capture Software is provided on an “as is” basis and is used by you at your sole risk. We make no warranty, express or implied, concerning the Image Capture Software and we expressly disclaim any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the Image Capture Software with respect to its correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.

#### **5. Security Devices and Procedures.**

- (a) You are required to use the security devices and Security Procedures, including company and user identification codes and passwords, required for the applicable access method as described in the Master Agreement and the Service Documentation. You acknowledge that you are responsible for implementing all such security devices and Security Procedures.
- (b) We will deliver all documents and correspondence regarding Security Devices and Security Procedures only to individual(s) that you have designated as being authorized to receive such documentation as your “*Security Administrator*”. You agree to give us written notice of any addition or deletion of any Security Administrator. We will be entitled to act upon the instructions of any person that you have previously designated as a Security Administrator until we receive a written notice of a change and have had a reasonable opportunity to act upon it.

#### **6. Miscellaneous.**

This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. We will be liable to you for your use of the Services as set forth in the Master Agreement and this Check Imaging Service Documentation.

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