

We're here to help.

AutoConnect Service Schedule

This is a Schedule to the Treasury Services Master Agreement (the "**Master Agreement**"). All capitalized terms not defined in this Schedule shall have the meaning given to them in the Master Agreement or in any other applicable Schedule. In addition to the terms and conditions in the Master Agreement, the Client agrees to the following:

1. Definitions

"**AutoConnect Service**" means the services described in this Schedule, the Software and User Documentation.

"**Software**" means any software program provided or made available to the Client pursuant to this Schedule, including any software the Client is required to obtain from any third party provider.

2. Service

Using the Software the Client will be enabled to generate, download and store the following reports:

- Account Information
- Admin Audit Report
- Admin User Report
- Wire Audit Report
- Wire Management Report
- Wire Import Capability
- Upload/Download Payment and Receivable Files and Reports

and any enhancements in this regards when available.

Where necessary, BMO will provide the Client with the activation key, code or similar requirement to utilize the Software.

BMO's only obligation to the Client in connection with the AutoConnect Service is to use commercially reasonable efforts to correct problems that arise in the use thereof.

3. Technical Requirements

The Client is responsible for obtaining and maintaining, at the Client's own expense, all of the necessary client-furnished hardware, software, and communication devices or services described in the User Documentation. Nothing herein or in the User Documentation is to be deemed to be an endorsement of any computer manufacturers or software vendors, or a guarantee that the hardware or software configurations listed will continue to meet BMO's specifications, as such specifications may be updated from time to time. BMO will provide reasonable assistance upon request.



AutoConnect Service Schedule (cont'd)

4. Adherence to Software License

The Client will use any Software in accordance with the licence provisions stipulated by the Software provider.

5. No Warranty

The AutoConnect Service 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. BMO does not warrant that the functions contained in the AutoConnect Service or Software will meet the Client's requirements or that the operation of the AutoConnect Service or Software will be uninterrupted or error free.

6. Limitations of Liability

BMO will have no responsibility or liability whatsoever for any damages or loss the Client incurs from use of the AutoConnect Service, unless such loss was caused by BMO's gross negligence or wilful misconduct. Under no circumstances, including gross negligence, will BMO be liable for any incidental, special or consequential damages that result from the use or inability to use the AutoConnect Service or the Software, even if BMO has been advised of the possibility of such damages.

7. Other Provisions

BMO is not licensing any Software to the Client pursuant to this Schedule or otherwise. For greater certainty, in connection with the Software BMO does not provide and expressly disclaims and excludes 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.

