

We're here to help.

This Service Description is part of the Treasury Services Master Agreement (the “*Master Agreement*”) currently in effect between you and BMO Harris Bank N.A. (“*we*” or “*us*” or “*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.

We will provide the Comprehensive Receivables - EDI Collections Service described below (the “*CRS Services*”) in accordance with the terms and conditions of this Service Description and the related Service Documentation. CRS Services provided to you will vary from this Service Description only as requested by you in writing and approved by us.

- (a) Imaging. By enrolling in the CRS Services, you may have access to Internet-based online viewing of electronic images of checks, remittance documents or other remittance information. We may provide to you, daily through our Online Banking for Business website (“*OLBB*”), electronic images of checks that we received for deposit through your lockbox or other Account services, as well as related remittance documents and other remittance information.
- (b) Consolidation of Reporting. We may consolidate electronic and paper remittance information transmitted to us by your customers or other parties into a single source and provide online access to information and virtual images from your different payment channels, including but not limited to the following: Lockbox, Automated Clearing House/Electronic Data Interchange, Wire Transfer, Direct Billpay, Automated Phone, Bank Billpay, and such other channels as may be designated by us from time to time. To use the CRS Services, you will choose which payment channels you wish to be subject to the CRS Services (“*Specified Channels*”). You must be properly enrolled in the services underlying these Specified Channels in order to view them through the CRS Services. For example, to have Lockbox remittances available through the CRS Services, you must be also be enrolled in our Lockbox service. You understand and acknowledge that some of the Specified Channels are governed by a separate stand-alone Service Description, which should be read in conjunction with this Service Description. If there is any conflict between the terms and conditions of this Service Description and the terms and conditions of the Service Description related to any of the Specified Channels, the terms and conditions of this Service Description shall control with respect to online access to check and remittance document images, virtual images and file delivery, and the terms and conditions of the Service Description related to the Specified Channel shall control with respect to the operation of that Specified Channel.

We may translate the remittance data received through the Specified Channels and deliver or make it available to you in a single format. You may opt to receive a daily remittance file, which can be delivered in our “standard” formats or can be delivered in a format that is customized to your system requirements upon your request and our acceptance. We may also make available to you an online dashboard that includes information for all payments and is searchable across all payments and payment types.

- (c) Customer Instruction. We will process items, manage information and deliver the CRS Services according to your instructions, including those instructions received through online decisioning, open invoice or matching file and any other type of directions you provide to us through the CRS Services. You authorize us to rely on any instructions given by you to us through the CRS Services or regarding the CRS Services.
- (d) Remittance Data. We may accumulate remittance data during the processing of your deposits and transfers and may transmit that data to you in accordance with this Service Description. Remittance data may include the account number, customer name, amount billed, amount paid, and/or other data contained in the remittance documents or other information.

- (e) **Email Matching.** If you subscribe to our Comprehensive Receivables Email Matching service, we will provide you with a dedicated email address to which you can forward emails received by you from your customers that contain remittance information relating to payments made by your customers. We may perform this matching service, or we may provide you with an online tool that will allow you to match the payments and emailed remittance information. We will then include matched payments and related email remittance information in the CRS Services. You may be subject to additional fees and charges for the Comprehensive Receivables Email Matching service.

If you subscribe to our Comprehensive Receivables Email Matching service, you acknowledge and agree as follows:

- (i) The service is designed to only process emails received from you and not emails received directly from your customers or other third parties. You will not provide the dedicated email address to your customers or instruct your customers to send remittance information to the dedicated email address directly. We may, in our sole discretion, process emails sent to the dedicated email address by third parties, but we have no obligation to do so and assume no responsibility for any such emails.
- (ii) You will be responsible for ensuring that emails sent to the dedicated email address include only the types of information that are typically included with paper remittance documents in accordance with standard industry practice. We accept no responsibility with respect to any additional information that may be received at the dedicated email address, including with respect to any heightened confidentiality or privacy requirements that may apply to any such information.
- (iii) Matched payments and related email remittance information are included within the CRS Services. We will have no obligation to retain or store unmatched emails or original emails received at the dedicated email address and do not provide research or retrieval service with respect to such emails.

2. Online Images, Information and Virtual Image Retention Options.

Through the CRS Services, we may make available to you online images of all checks and remittance documents, virtual images and other information imaged through the CRS Services for a period of either 90, 180, or 360 calendar days, or for seven (7) years, at your option as described below.

- (a) **Online Image Retention Option 1: 90, 180 or 360 Calendar Days (Standard Service).** All images are available online for 90 calendar days following date of deposit. If specified by you in the Service Documentation, 180-day and 360-day history is available, subject to additional fees/costs.
- (b) **Online Image Retention Option 2: Seven Year Online Image Archive.** If specified by you in the Service Documentation, all images may be made available online for a period of seven (7) years following date of deposit through a second online archive retrieval service. You may be subject to additional fees and costs for use of this seven-year online image archive service.

3. Authority to Follow Your Instructions

You irrevocably appoint us, and any person we designate for such purpose, as your true and lawful attorney and agent-in-fact, to follow the instructions you provide to us through the CRS Services or regarding the CRS Services.

4. Authorized Users.

You understand that any user authorized to access your OLBB profile will have access to all information available through the CRS Services, including, but not limited to, transaction and deposit history.

5. Limitation of Liability/Indemnification.

In addition to any other limitations of liability set forth in the Master Agreement, you agree that we shall not be liable to you for our failure to process any items in accordance with your instructions unless such failure results from our gross negligence or willful misconduct. Additionally, you agree that we shall not be liable to you or any other party for any Claims arising from actions we take in accordance with instructions you give us pursuant to Section 1(c) above.

In addition to any other indemnification obligations set forth in the Master Agreement, you agree to indemnify us against any Claim by any third party arising out of our performance of the CRS Services for your Account. The terms of this Section 5 shall survive termination of this Service Description and the Master Agreement.

6. Termination.

You may terminate the CRS Services by providing us with at least thirty (30) days prior written notice of such termination.

7. Miscellaneous.

Your designated Account and deposits to that Account continue to be governed by and subject to the Commercial Account Agreement, which is separately furnished.

You agree that we may delegate or subcontract some of our obligations regarding the CRS Services to third parties, including our affiliates whom we select to provide CRS Services.

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