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” 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 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) either through CD ROMs or via the Internet as provided. The “Image Capture” feature of this Service is the imaging and storage of checks drawn on your designated Account(s) presented to us for payment after we begin providing Services to you, including checks not then paid by us because of a stop payment order, or positive pay process or any other reason. Check paid images are available: (i) on CD ROMs that we will send to you, (ii) electronically through our GXS Service or (iii) transferred to you in a bulk file format. Our paid, deposited, and return images can be accessed through our Online Banking for Business access Service (“OLBB”). Each of these methods is described in further detail below. Retrieval of the Image Capture can be used by performing a search for check images either by account, check number, dollar amount, posting date or “paid, deposit, or return date” (i.e., the date the check was presented to us for payment, deposit, or chargeback and posted to your Account.

We will provide to you the Check Imaging User Guide (“User Guide”), Implementation Instruction Form and other operating manuals available for each service, descriptions and instructions for your use in connection with this Service (collectively, the “Service Documentation”).

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 services we provide are 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 for account number, check number, deposit ticket and dollar amount 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 due to the condition of the check received.

3. Image Retrieval.

The Image Capture information may be retrieved or sent to you, as elected on the Service Documentation, as follows:

(a) **OLBB or GXS Service.** Our OLBB Service allows you to view paid, deposited, and return checks covered by Image Capture. GXS Service allows you to directly receive paid checks obtained through Image Capture as well. You must have signed the Schedule of Services for OLBB or GXS Service and selected either OLBB or GXS Service on the completed setup procedures or Service Documentation. The GXS Service is an Internet based access channel, alternative to OLBB, allowing your Authorized Users to receive either a virtual CD-ROM or Bulk File transmission of their images, and to search, view and retrieve check images. Your use of the GXS Service is subject to the terms on Internet Access in the Master Agreement. Your use of the GXS Service for the Service shall be deemed your consent to such terms. Images of the previous day’s checks and any
other prior days’ checks can be viewed from as early as 10:00 a.m. Chicago Time on any bank
business day. Check images viewed via OLBB represent checks presented for payment, deposit,
or returned, but they may not have been finally paid, collected, or charged back by us. Check images
viewed via GXS Service represent checks presented for payment but they may not have been
finally paid and posted to your account.

Checks will remain available for viewing for seven (7) years following the paid or deposit date of the
check after which time it will no longer be available in any format. Return Items will be available for
viewing for two (2) years following the chargeback date of the check, after which time it will no
longer be available in paper format upon request.

(b) Virtual or Physical CD-ROM. A virtual or physical CD-ROM of paid images will, respectively, be sent
via GXS or mailed out at the frequency agreed upon in the Service Documentation, each embedded
with our Check Imaging CD-ROM software. We will use a third party delivery service to deliver CD-
ROMs for tracking purposes; provided that you agree that our sole liability for any loss,
misappropriation or failure to deliver the CD-ROM by the third party service shall be to replace the CD-
ROM with the information on the CD-ROM. You hereby agree to notify us within a reasonable time of
non-receipt of any CD-ROM if not delivered as scheduled and that your failure to notify us will preclude
any liability on our behalf to replace the information on the CD-ROM. We are able to reproduce a
CD-ROM only from the master CD-ROM if available. You expressly acknowledge and agree that
use of the Software, including any Software on a CD-ROM used to view the imaged checks, is at
your sole risk. Under no circumstances including negligence, shall we or our licensor(s) be liable for
any punitive, indirect, incidental, special or consequential damages or lost profits that result from the
use or inability to use the Software or related Service Documentation.

(c) Bulk File Transfer. If selected by you on the Service Documentation, we will send to you, at a
frequency agreed on between you and us in the Service Documentation, the images of your checks
from the Accounts designated for Image Capture. You will be required to be established to use the
GXS Service in order to receive check images in a bulk file transfer. Using this option, you will not be
able to search for individual items using the search functionality described above.

4. Service Setup.

You are responsible for obtaining and maintaining, at your own expense, all of the necessary hardware,
software and communication devices, systems and services identified in the Service Documentation you to
access the Services and the Images on CD-ROM. We do not endorse any computer manufacturer or software
vendor, or guarantee that the hardware or software configurations on the list supplied by us will continue to
meet our specifications, which are updated from time to time. We will provide reasonable assistance to
you at your request. You agree to use the CD-ROMs and any Software embedded therein only in accordance
with the Image Capture Services, this Service Description and the Service Documentation. We may
supplement or amend the Service Documentation from time to time to cover improvements or modifications
in the Software or Services and will provide notice to you of such changes. We will generally provide
limited technical support and assistance for the CD-ROMs using the current and immediately previous
software versions and installation without additional charge however, for certain requests, including but not
limited to, whether you choose not to install new versions, then you may incur maintenance fees for our
technical support.


(a) If you have elected Image Retrieval with OLBB or GXS Services, you are required to use the
Security Devices and Security Procedures, including company and user identification codes and
passwords required for OLBB or GXS Services as described in the Master Agreement, User
Guide and Service Documentation. You acknowledge that you are responsible for implementing
all of the Security Devices and Security Procedures as described in the User Guide for OLBB or GXS Services and the Master Agreement.

(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.