

BILL PAY AGREEMENT

The bill payment service ("Service") is offered under this Online Banking Agreement and Disclosure ("Agreement"), which describes your rights and obligations as a user of the Bill Payment service ("Service"). This Agreement applies to your use of the Service, together with any other Online Banking Agreement and/or Silicon Valley Bank's Deposit Agreement and Disclosure Statement ("Deposit Agreement"). To the extent that there are inconsistencies between the terms of this Agreement, the Online Banking Agreement, and the Deposit Agreement, this Agreement shall hold. It also describes the rights and obligations of Silicon Valley Bank ("Bank", "we", or "us"). The use of "you" or "your" shall mean the owner of the account or the authorized representative. Please read this Agreement carefully. By requesting and using this Service, you agree to comply with the terms and conditions of this Agreement.

BILL PAYMENTS. You may arrange for payments to be made to others from one or more of your designated accounts with the Bank. If more than one account exists, you must specify which account you wish to use when making payments (the "Bill Payment Account"). The Bill Payment Service permits you to direct payments from your designated Bill Payment Account to third parties you wish to pay. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

ELECTRONIC PAYMENTS. Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payments to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. PLEASE READ THE SECTION BELOW TO UNDERSTAND WHAT LIABILITY YOU MAY HAVE UNDER REGULATION E AND ELECTRONIC FUND TRANSFER PROVISIONS.

Electronic Fund Transfer Provisions

- A. **Applicability.** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. **Your Liability.** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00, or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
 5. You may notify the Bank by telephone, writing, or by email. Notification by general e-mail to report an unauthorized transaction may not be secure and therefore not advised.
- C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call (866) 238-0872 or write us at: Attn: Client Services, 3003 Tasman Drive, Santa Clara 95054.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

ELIGIBLE PAYEES. Payees must be within the United States (including U.S. territories). We do not recommend that you use this Service to pay your federal, state, or local taxes, courts, or other governmental entities. We will not be liable for penalties, interest, or other damages of any kind if you try to use the Service to remit or pay money for taxes, or to courts or governmental agencies. IT is your responsibility to ensure this information is entered and correct for each payee that you would like to be included in the Service. You take sole responsibility for the accuracy for the payee information you enter, including changes to the information we set up at your direction; we assume no liability for setup errors. We reserve the right to refuse or terminate any payee for any reason, including but not limited to any requirements under any federal, state, or local law.

CUT OFF HOUR. Although you can enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after 7:30 p.m. (Pacific Time) on a business day or at any time on a non-business day may be deemed received by us as of the next business day. The confirmation number we assign to each payment will verify our receipt of your payment instruction.

SCHEDULING BILL PAYMENTS. You may select any future business day as the payment "Processing Date" the date that you want us to initiate the payment, and the date funds will be withdrawn from your account. Funds must be available in your Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. We recommend that you enter a Processing Date that is in advance of the date the payment is due (without regard to any grace period) (the "Payment Due Date"). If the payment is an Automatic Clearing House (ACH) electronic

payment, it may take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges. Payments sent by mail may take longer to be received, especially during certain holiday seasons. It is your responsibility to request that payments be made in such a manner that they will be paid on time. Unless explicitly stated, you should assume that payments shall be sent via a mailed check rather than electronically, and should plan payment Processing Dates with this in mind.

New Payees may take time to set up as payees to receive payments. It may take at least ten business days to fully set up a payee before payments can be received.

INITIATING PAYMENTS. To initiate a payment, you must specify the person or business you are paying, the payment Processing Date, the amount to be paid, your account number with the payee (if applicable), and such other information as may be requested for the Service. We will send your payment to the payee either by transferring the funds electronically or by mailing a check, drawn against your account, to the payee. You can instruct us to make an individual payment up to 365 days in advance.

AUTOMATIC RECURRING PAYMENTS. You may schedule recurring payments of a specific amount to be sent to the same payee at regular intervals (e.g., monthly) until the expiration date that you establish. Once your automatic bill payment arrangements are established, payments will be made automatically from your designated account without any further request by you. If the payment Processing Date you set for an automatic payment falls on a day that is not a business day, the payment may be initiated on the following business day. If your frequency settings for the recurring payment specifies the 29th, 30th, or 31st as a particular date of the month for processing and that day does not exist in the month of the payment Processing Date, then the last calendar day of that month is used as the calculated payment Processing Date.

DEBITING YOUR ACCOUNT. When you transmit a payment request, you authorize us to charge your designated account on the Processing Date. You agree to have sufficient available and collected funds in the designated account prior to the Cut Off Hour, on the payment Processing Date. You can initiate bill payments up to the available funds in your designated account, plus any linked credit or other overdraft facility. If you exceed these limits, then we reserve the right, without liability, to prevent (or reverse) payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills. If you do not have sufficient funds in the designated account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payments immediately and without demand by us. You further authorize us, at our discretion, to charge any of your accounts with us to cover such payment obligations. We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account. If your account does not have enough available funds to cover a payment, we may reject the transaction. We may charge a fee for each payment request presented against insufficient available funds, whether or not we honor the request.

ERRONEOUS PAYMENT ORDERS. You assume sole responsibility for the content, accuracy and timing of all payment information provided to us. We are not responsible for confirming such information, or for monitoring or refusing to process inaccurate, untimely or duplicate payment instructions. If you describe any payee inconsistently by name and number, we and other institutions may process the payment solely on the basis of the number, even if it identifies a person different from the named payee. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions. Please review the Liability sections below to understand your potential liability for unauthorized payments.

REJECTING PAYMENT ORDERS. We may reject payment orders. If we do, we will attempt to notify you of the rejection orally, electronically or in writing before the payment processing date.

CANCELING BILL PAYMENTS. If you make a mistake-or decide to cancel a payment order you have entered in our system, you can cancel it on the same day by sending us a cancellation request prior to the Cut Off Hour on the payment Processing Day by accessing the "Scheduled Payments" screen or contacting our customer support team. We will continue to originate recurring payments through the expiration date you originally scheduled for such payments unless you cancel the recurring payments prior to their respective cut-off for cancellations, as provided herein.

If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

NO SIGNATURE REQUIRED. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

CHANGES IN YOUR INFORMATION. You agree to notify us in advance or in writing if you change your name, physical address, e-mail address or any other information related to your account.

NOTIFICATIONS. Our system may initiate e-mail messages to you of various events, as you elect (for example, notices of bill arrival, that a bill payment is due, that an expected bill was not received, or that a payment was made). We will not be responsible or liable for late payments or other consequences resulting from the non-delivery of such e-mail. Your preferences for electronic delivery and consent to electronic delivery of information may be retained by the system.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. WE CANNOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS BILL PAYMENT SERVICE AGREEMENT, OUR LIABILITY TO YOU MAY BE LIMITED IN THE EVENT OF UNAUTHORIZED TRANSACTIONS.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

9. If we have a reasonable basis for believing that unauthorized use of your account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

Any claim, action or proceeding by you to enforce the terms of this Bill Payment Service Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (A) these limitations on our liability, (B) your agreement to review transaction information, reports, analysis, and statements pursuant to the Online Banking Agreement promptly and to notify us immediately of any discrepancies or problems; and (C) your agreement to assist us in any loss recovery effort.

NO DUTY TO MONITOR PAYMENTS. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons: (1) insufficient funds in your Bill Payment Account to make the payment on the processing date; (2) delays in mail delivery; (3) changes to the payee's address or account number unless we've been advised of the change in advance; (4) the failure of any payee to correctly account for or credit the payment in a timely manner, or (5) any other circumstances beyond the control of the Bank.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service may automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Bank, the payee, or making alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

AMENDMENTS. We may amend (add to, delete or change) the terms of this agreement and any User Instruction by providing you with prior written or electronic notice, by posting the notice or an amended agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this agreement and your use of the Service. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

ASSIGNMENT. We may assign our rights and delegate our duties under this Bill Payment Service Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this agreement without our prior written consent.

TERM AND TERMINATION. The Agreement will become effective upon your agreement to its terms. You may begin using the Service when we make it available to you, normally after you complete set-up forms and meet all set-up requirements. The Agreement will continue until terminated as set forth herein.

Either party may terminate it at any time, with or without cause. We may at any time with or without cause or prior notice to you, restrict or otherwise limit access to the Service, or modify the Service, or discontinue it, whether as to all clients or solely as to you in order to maintain the security, integrity, or operation of our systems. In the event that prior notice is not provided, we will use reasonable efforts to

provide you notice after of any such restriction, terminations, or prevention. Notwithstanding such termination by either Party, Bank shall have the right to hold the funds in any account until such time as Bank has determined that all obligations under federal, state, or local laws have been met, including, but not limited to, those pertaining to payments made by you.

When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated.

Notwithstanding anything else to the contrary, termination of this Agreement shall not affect or result in terminations of the Deposit Agreement, and the Deposit Agreement shall survive unless and until the Deposit Agreement is terminated in accordance with the terms and conditions of the Deposit Agreement. Termination of this Agreement or any part of it does not relieve you of any obligation arising out of or related to any use of the Service by you or any transaction processed by us that occurs prior to termination when noted in that provision. Obligations of your survive termination if the obligation arises before, or id sue to action or inaction by you that occurs before termination. Any termination of your Deposit Agreement or Online Banking Agreement shall result in the immediate termination of this Agreement.

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

THIRD PARTIES. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access a Bill Payment account. The Bank is not responsible for any electronic virus or viruses that you may encounter.

GOVERNING LAW. This Agreement is governed by the laws of the State of California and applicable federal law.