

These Master Treasury Services General Terms ("General Terms"), together with the Selection Agreement, any Maintenance Agreements, Service Schedules and Enrollment Forms (references to "Set Up Forms" as may be used in this Agreement shall mean a reference to Enrollment Forms), collectively make up the Master Treasury Services Agreement (the "MTSA"), which sets forth the terms and conditions under which SVB will provide the Services to the Client identified on the Selection Agreement and/or Maintenance Form(s). The MTSA supersedes any prior agreement between SVB and Client with respect to any such Services. The Deposit Agreement and Disclosure Statement – Business Accounts ("BDADS") applies to Client's use of the Account in connection with the Services. In the event of a conflict between the terms of the MTSA and the BDADS, the MTSA will prevail to the extent necessary to resolve the conflict. In the event of a conflict among the MTSA terms, the order of precedence shall be as follows: (i) Enrollment Forms, (ii) Service Schedules, (iii) Selection Agreement, and (iv) these General Terms. Capitalized terms used herein without definition shall have the meanings provided in the Selection Agreement or the applicable Service Schedule.

SECTION 1. SERVICE TERMS.

Client's use of any Service constitutes its agreement to and acceptance of the MTSA, whether or not Client has executed the Selection Agreement or any related document. To request a Service, Client will deliver completed Enrollment Forms reasonably required by SVB for the Service. Client agrees to provide any information that SVB may reasonably require in connection with the Services and promptly notify SVB of any changes to any information previously provided in the Enrollment Forms. SVB will notify Client if and when the setup process for a Service is completed and such Service becomes available.

SECTION 2. SOFTWARE APPLICATIONS PROVIDED; GRANT OF LICENSE.

All Internet websites or applications that may be used to send and receive information and Instructions or otherwise access the Services, including but not limited to Transact Gateway and SVB Online Banking, are referred to as "Online Banking Channels." The Online Banking Channels and the software, specifications, tapes or other media, programs, procedures and equipment (collectively, the "Software") made available by SVB to Client and used in connection with the Services, will be and remain the sole property of SVB or SVB's Provider and will not be modified or altered in any way or used for any other purpose by Client. Subject to acceptance or approval by SVB for Client's use of the Services, SVB grants Client a license to use the Software during the term of the MTSA. Client agrees to comply with the terms of any license made available to Client through the Services. Client shall not (a) sell, assign, transfer, license, or publish the Software or make copies of the Software; (b) disclose, display or otherwise make available the Software or copies of the Software to third parties without SVB's written approval; or (c) reuse, reverse engineer, decompile, disassemble, modify, translate, create derivative works, reproduce, duplicate, or distribute the Software or content of the Services, or make any attempt to discover any source code of any Software from which the Services are comprised.

SECTION 3. SECURITY PROCEDURES.

- (a) Client will use the Services, Software and Online Banking Channels in accordance with the terms of the MTSA, including any Security Procedures offered by SVB in connection with the Services. Client has reviewed the Security Procedures offered and recommended by SVB and agrees that such Security Procedures are commercially reasonable and suitable for Client with respect to Client's intended use of the Services. The Security Procedures are intended to verify the authenticity of, not to detect errors in, Client's Instructions and SVB has no obligation to detect errors in Client's Instructions. Any Instructions and Payment Orders communicated to SVB in Client's name in compliance with the Security Procedures, and all access to and use of Services and Online Banking Channels using the Security Procedures assigned to Client, are considered authorized by Client.
- (b) Except as otherwise expressly provided herein, SVB shall not be required to act upon or provide any notice of Instruction received from Client to any other person, with respect to any matter. SVB shall be entitled, in good faith, to rely and act upon any notice or Instruction as authorized and initiated by Client when received by SVB through an Online Banking Channel using the Security Procedures assigned to Client. The titles/positions, individuals, and authorized signers designated in SVB's records for the Account and Services shall be deemed "Authorized Representatives" of Client, and SVB is entitled to rely on the names and signatures and contact information for the Authorized Representatives. Client may add or delete any Authorized Representative by written notice to SVB signed by the Authorized Representative(s) on file with SVB. SVB will not be responsible for Losses or unauthorized Instructions if Client fails to timely and properly notify SVB of changes in the Authorized Representatives and/or their contact information.
- (c) The Security Procedures are in addition to, and do not limit or revoke the authority of any Authorized Representative to transmit Instructions in Client's name. SVB may continue to rely on such authority and is authorized to act upon Instructions received from any Authorized Representative. Client is bound by any Payment Order or other Instruction and by use of the Online Banking Channels by any Authorized Representative.
- (d) Client agrees that the Security Procedures are deemed Confidential Information and subject to the confidentiality terms hereof. Client's failure to safeguard the Security Procedures may enable an unauthorized person to use the Services and access Client's Accounts and data. In addition to Client's obligations to safeguard the Security Procedures and establish procedures to ensure their confidentiality, Client agrees to change the Credentials periodically and whenever anyone who has had access to the Credentials is no longer employed or authorized by Client to use the Services.
- (e) Client may appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on Client's behalf and to designate and assign Credentials and Security Procedures to other authorized users at Client (each, a "User")

and collectively, "Users"). Client assumes sole responsibility for the actions of the Administrator, the authority the Administrator gives other Users, and the actions of the Users.

SECTION 4. FEES; TAXES.

Client agrees to pay the fees and charges associated with the Services as disclosed to Client (including in any fee schedule), as they may be changed by SVB from time to time (collectively, "Fees"). SVB will provide prior notice of any changes to the Fees. Unless other arrangements are made for payment of Fees (e.g., account analysis), SVB will debit an Account in the amount of the Fees monthly. Client is responsible for all taxes attributable to its use of the Services.

SECTION 5. NOTICES; COMMUNICATION WITH CLIENT.

- (a) Except as otherwise specifically provided in the MTSA, including the Enrollment Forms for a particular Service, all notices concerning the administration of the terms of the MTSA between Client and SVB (e.g., termination, breach, amendments or waiver of rights) that are sent by either Client or SVB shall be in writing and, if to Client, addressed to Client's primary mailing address shown in SVB's records, and if to SVB, at such address SVB specifies in writing. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail, whichever is earlier; provided, however, that any notice sent by Client terminating a Service or the MTSA shall be rendered ineffective if Client uses or avails itself of any such terminated Service after the date of termination provided in such notice. Additionally, Client and SVB each acknowledge and agree that certain notices and communications, as specifically set forth in the MTSA or the Enrollment Forms, concerning the operation of the Services may be provided by Client or SVB by telephone, fax or electronic transmission (including e-mail) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. SVB is not responsible for any Losses incurred by Client arising from interception of any information relating to the Services or Transactions if Client uses regular e-mail or sends an unencrypted communication using the Online Banking Channels.
- (b) Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Enrollment Form or Services requested by Client (each, a "Change Request") must be submitted in a form acceptable to SVB. No Change Request will be operative or effective until SVB has had an opportunity to review, respond to, and confirm the Change Request has been implemented, which SVB agrees to do within a reasonable time.
- (c) Each party is entitled to treat as authentic any notice, communication or instruction believed by it in good faith to be genuine or to have been signed or authorized by an authorized representative of the sending party.
- (d) Client agrees on behalf of Client, Client's employees, agents and Vendors, that SVB may monitor and record telephone and electronic communications in connection with the Services at any time, without further notice to Client or any party to the communication. SVB's understanding of telephonic instructions (and records thereof) shall be conclusive evidence of the actual notice or Instructions given. SVB's records as to the MTSA, the Services, and any transactions or other communications related hereto will control in the event of any conflict with Client's records.

SECTION 6. RECONCILIATION; CORRECTIVE UPDATES; REPORTING ERRORS.

- (a) Client agrees to notify SVB immediately if Client discovers: (i) any error or discrepancy between Client's records and the information SVB provides about Client Accounts or Transactions (e.g., in a statement, confirmation, or electronic report produced through any SVB reporting service or the Online Banking Channels, each such statement or report, an "SVB Statement"); (ii) unauthorized transactions involving any Account; (iii) a breach in the confidentiality of Client's Credentials or other Security Procedures; or (iv) any errors, omissions, or interruptions in, or delay or unavailability of, the Services. Client must examine all SVB Statements and promptly send SVB a written notice of any discrepancy or other problem including a statement of the relevant facts within fifteen (15) days from the date Client first discovers the problem or receives information reflecting the problem, whichever occurs first. Client's failure to notify SVB within the 15-day period shall relieve SVB of any liability for such error, omission, or discrepancy; provided, further, that for an erroneous funds transfer, Client will be liable for all Losses up to the amount thereof (as well as any loss of interest), which result from Client's failure to give SVB notice or which might have been prevented by Client giving SVB such notice. If Client fails to notify SVB of any such error or discrepancy within thirty (30) days of the date on which such information is first received by or otherwise made available to Client, then Client shall be precluded from asserting such error or discrepancy against SVB.
- (b) Client agrees that SVB may make corrective or ministerial updates without affecting Client's or SVB's rights or obligations under the MTSA. Client agrees to take all reasonable steps to properly identify and populate or furnish any data requests, and shall hold SVB harmless for any errors due to Client mistake.
- (c) SVB will not be responsible for determining the accuracy, timeliness or completeness of any information that Client, its agents, Vendors or others provide to SVB. SVB has no duty to interpret the content of any data transmitted to it, except to the limited extent expressly set forth in the MTSA. SVB assumes no responsibility for Client's reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. SVB's sole responsibility for any reporting errors

caused by SVB will be to reprocess the information for the period in question and to provide corrected reports at SVB's own expense. Client agrees to maintain adequate backup files for a reasonable period of time and provide to SVB upon request all information necessary to remake or reconstruct any deposit, transmission, file, Entry, or other order affecting an Account.

SECTION 7. LIMITATION ON LIABILITY.

- (a) Notwithstanding any provisions to the contrary, SVB's liability to Client for failure to exercise ordinary care resulting in a delay, improper execution, or failure to execute a Transaction constituting a Payment Order, shall be limited to interest losses attributable thereto; provided, however, SVB's liability to Client for any loss or damage relating to the MTSA or any Services outside the scope of Article 4A of the UCC, regardless of form of action, shall be limited to direct damages attributable to SVB's willful misconduct or gross negligence in performing the Services. SVB's liability for interest losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank in San Francisco, California.
- (b) In no event shall SVB be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if SVB has been advised of the possibility of such damages or losses; (ii) the acts or omissions of Client (including its Authorized Representatives, Administrators, Users and other employees and agents) or any third party servicer or Vendor used by Client, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, excepting damages attributable to SVB's gross negligence or willful misconduct; (iii) any loss, cost, expense, or damage to Client in connection with any Online Banking Channel, Software or Client's use thereof, excepting damages attributable to SVB's gross negligence or willful misconduct; (iv) any interception of any information relating to Client or its Transactions as a result of Client's Instructions to SVB or use of the Internet or other Software; (v) any inaccuracy or omission in a notice or communication received by SVB from Client or any other third party, excepting SVB's Providers; (vi) the lack of available funds in an Account to complete a Transaction; (vii) SVB's inability to confirm to SVB's satisfaction the authority of any person to act on Client's behalf; or (viii) Client's failure to follow any applicable instructions relating to a Service.
- (c) Any claim, action or proceeding by Client to enforce the terms of the MTSA or to recover for any Service-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. Client agrees to cooperate with SVB in any loss recovery efforts SVB undertakes to reduce any loss or liability that arises in connection with the Services.
- (d) Client agrees that Client shall be responsible for all training of any kind with its own employees in the use of any Service offered by SVB, including but not limited to any associated hardware and software provided to Client or made available for use by SVB.
- (e) Client agrees that: (i) SVB will be excused from failing to transmit or delay in transmitting an Instruction or Payment Order if such transmittal would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. or foreign regulatory authority, and (ii) SVB will not be responsible for the acts or omissions of any other financial institution, funds transfer system, Federal Reserve Bank, intermediary, transmission or communications facility, any Receiver or Receiving Depository Financial Institution or any other third party, or for any return of an Entry by such Receiver or Receiving Depository Financial Institutions, none of whom shall be deemed SVB's agent for this purpose.

SECTION 8. INDEMNIFICATION.

- (a) Client agrees to indemnify and hold harmless SVB, its licensors and Providers, and their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees other legal expenses), liabilities and other losses (collectively, "Losses") that result from or arise out of: (i) the acts or omissions of Client or any person acting on Client's behalf (including without limitation Client's Vendors), in connection with Client's use of the Services, including, without limitation: (A) the breach by Client of any provision, representation or warranty of the MTSA; (B) any misuse of the Services or Software by Client, Client's Vendors or any other third party within the control or acting on behalf of Client; or (C) the failure by Client to comply with Applicable Law; (ii) any act or omission of SVB that is in accordance with the MTSA or Instructions from Client; or (iii) any loss or corruption of data in transit from Client or its Vendor to SVB.
- (b) Client agrees to reimburse SVB for any fines or penalties (and any associated costs, including attorneys' fees) imposed on or assessed against SVB by NACHA, any Federal Reserve Bank, any ACH Operator, any regulatory agency or other SVB or foreign governmental body, or any clearinghouse or third party having oversight or rulemaking authority over networks relating to any of the Services, when the fine, penalty or other expense is caused by or related to Client or Client's use of the Services. Such amounts shall be immediately due and payable by Client to SVB, notwithstanding whether a claim may be present against a third party, including another ACH participant, for breach of the Operating Rules or other Applicable Law.

SECTION 9. SVB REPRESENTATIONS AND WARRANTIES.

SVB MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES, SVB'S PERFORMANCE OF SERVICES UNDER THE MTSA, OR ANY SOFTWARE, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE EXPRESSLY DISCLAIMED BY SVB. No descriptions or specifications, no provision of marketing or sales materials, and no statement made by any sales representative in connection with the Services, any

Software or Online Banking Channel or the MTSA, shall constitute representations or warranties of any kind. Neither SVB nor any of its Providers warrants that the Services or Software will operate without interruption, defects or viruses. Neither SVB nor any of its Providers assumes responsibility for the operation, security, functionality or availability of any wireless access device or mobile network which Client utilizes to access the Services.

SECTION 10. CLIENT REPRESENTATIONS AND WARRANTIES.

Client represents, warrants and covenants to SVB as follows:

- (a) Client is duly organized, validly existing, and in good standing in the jurisdiction in which Client is organized, and is validly qualified in any other jurisdiction where Client does business and is required to be qualified;
- (b) the execution, delivery and performance of the MTSA and the use of Services is authorized by necessary entity and governmental action;
- (c) the persons signing any documents related to the Services on Client's behalf are duly authorized to do so;
- (d) all information provided to SVB on the Enrollment Forms or otherwise related to the Services is true and correct;
- (e) the execution and performance of the MTSA and the use of the Services do not and will not violate in any material respect any Applicable Law, Client's entity governing documents, or any material agreement by which Client is bound;
- (f) each Account Client maintains with SVB, and all use of the Services, is maintained or used solely for a legitimate business or commercial purpose and not a personal, family or household purpose;
- (g) Client is not (i) an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") which is subject to Part 4 of Subtitle B of Title 1 of such Act; (ii) any "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986; or (iii) any entity the assets of which are deemed to be assets of any such "employee benefit plan" or "plan" by reason of the Department of Labor's plan asset regulation, 29 C.F.R. Section 2510.3-101. In addition, Client represents that the Transactions contemplated by the MTSA are not and will not be subject to the prohibited transaction rules of ERISA;
- (h) the use of the Services does not and will not subject SVB, or SVB's Providers, to the privacy and security requirements of the Health Insurance Portability and Accountability Act, as a business associate (defined at 45 CFR 160.103) or otherwise; and
- (i) none of Client's employees are a national of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization," as defined by the United States Office of Foreign Assets Control ("OFAC").
- (j) Client shall ensure that protected health information is not provided to SVB and that the provision of any Service does not result in SVB being deemed a "business associate" or otherwise subject to the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH Act) or otherwise under medical privacy and securities laws, rules or regulations. In the event our provision of the Services subjects us to any compliance obligations under HIPAA or the HITECH Act or otherwise under medical privacy and security laws, rules or regulations, Client expressly agrees to: (i) release SVB from all liability, hold SVB harmless and indemnify SVB with respect to any claims, including but not limited to third party claims, damages or losses you incur resulting from the same; and (ii) immediately reimburse SVB for all costs and expenses incurred by SVB, including but not limited to service providers costs and expenses, consultant fees and expenses, and attorneys' fees, resulting from SVB's having to bring itself into compliance with the applicable provisions of HIPAA and/or the HITECH Act.
- (k) Client shall be solely responsible for the training of its own employees on the use of any Service and any equipment associated with the use of such Service.
- (l) Client specifically warrants to SVB that Client and any other parties with whom Client conducts business are reputable and are not using SVB as a conduit for money laundering or other illicit purposes and that no transaction to be processed by SVB, under any Service, is prohibited by any applicable law, regulation, rule, order, or judgment.

Client reaffirms the above each time it uses a Service and agrees to promptly notify SVB if any representation or warranty made by Client is no longer true.

SECTION 11. CONFIDENTIALITY.

Client agrees to safeguard and not disclose to any third party the terms of the MTSA, including, without limitation, any Security Procedures and any Software, and (except when required to be disclosed under Applicable Law) the payment and pricing terms or fees for the Services (collectively, "Confidential Information"), whether or not SVB is then performing Services for Client. Client agrees to limit the internal access, disclosure and distribution of all Confidential Information to its employees, agents and representatives who have a need to know such information and will at all times have appropriate policies in effect to ensure the confidential status of such information. Client will be responsible for the acts and omissions of its employees, agents, representatives and Vendors with respect to Confidential

Information. Client will promptly notify SVB if it knows or becomes aware of any compromise of security, including any unauthorized use or possession of Confidential Information, including the Security Procedures assigned to Client. Client shall be responsible for any Losses resulting from SVB's actions taken in accordance with Instructions received by SVB from unauthorized persons when such Instructions are accompanied by the applicable Security Procedures.

SECTION 12. TERMINATION.

- (a) Either Client or SVB may terminate the MTSA as to some or all of the Services, with or without cause, at any time upon thirty (30) days' prior written notice. In addition, SVB may terminate or suspend any or all of the Services or terminate the MTSA immediately and without prior notice in the event: (i) Client breaches the MTSA or any other agreement with SVB or violates any Applicable Law in connection with the Services; (ii) the confidentiality of Client's Security Procedures is compromised; (iii) SVB has reason to believe that an unauthorized transaction involving any Accounts or the Services has taken or may take place; (iv) Client becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (v) SVB becomes uncertain as to any person's authority to give SVB Instructions regarding Accounts or the Services; or (vi) the continued provision of the Services in accordance with the terms of the MTSA would, in SVB's good faith opinion, violate Applicable Law or any requirement of any regulatory authority or otherwise subject SVB to an unacceptable risk of loss or material security risk.
- (b) The termination of the MTSA will not affect any of Client's or SVB's rights or obligations that arise prior to termination, including payment obligations. All provisions of the MTSA relating to warranties, representations, confidentiality obligations, proprietary rights, limitation of liability and indemnification shall survive the termination of a Service or the MTSA, including, without limitation, those set forth in Sections 7, 8, 9, 10, and 11.

SECTION 13. NOTICE OF FUNDS TRANSFERS; PROVISIONAL CREDITS.

The SVB Statements provided to Client by SVB will notify Client of funds transfer payments received by SVB for credit to one or more Accounts. Client agrees that SVB will not be required to provide to Client any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until SVB receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Client acknowledges and agrees that if SVB does not receive such final settlement, SVB is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

SECTION 14. DEPOSIT OF FOREIGN ITEMS.

Client may deposit checks or other negotiable instruments payable to Client that are drawn on a foreign bank, payable in a foreign currency or U.S. Dollars (collectively, "Foreign Items") into an Account. SVB may place deposited Foreign Items for collection with the foreign bank or SVB's correspondent bank. SVB may provide provisional credit to Client in U.S. Dollars (the value of the foreign currency being converted to U.S. Dollars in accordance with SVB's current practice) or provide credit only once funds from the Foreign Item have been collected. Foreign Items deposited into Client's Account shall not be subject to SVB's Funds Availability Policy. Foreign Items may not be deposited using Remote Capture Services.

SECTION 15. USE OF THIRD PARTIES.

- (a) Any third party servicer provider or vendor including any value added networks used by Client in connection with any of the Services (each, a "Vendor") shall be deemed to be Client's agent, and Client will be liable for (i) any Vendor's failure to comply with any Security Procedures or operating requirements relating to the Services; (ii) all fees, costs and expenses owed to each Vendor for its services; (iii) any claims, damages, costs and expenses incurred as a result of any Vendor's failure to perform, or delay or error in performing, its services; and (iv) any Instructions received from a Vendor using Security Procedures assigned to Client.
- (b) Client acknowledges and agrees that SVB may arrange for some or all of the Services, the Software and Online Banking Channels to be performed or provided by a third party service provider, vendor or processor (each a "Provider"). SVB's use of a Provider shall not relieve SVB of its obligations under the MTSA, and SVB shall be responsible for the aspects of the Services performed by its Providers to the same extent as if SVB had performed or failed to perform the Service. Client agrees not to bring a claim or any form of legal action against any Provider and agrees to hold any Provider harmless in connection with the MTSA and acknowledges that any such claims will be brought only against SVB.

SECTION 16. OVERDRAFTS.

Client will at all times have and maintain one or more Accounts for use in connection with a Service and maintain in such Account a sufficient collected balance to pay for Client's use of, and Transactions in, such Account, including Fees and expenses payable to SVB. Except as expressly provided in the applicable Service terms, nothing in the MTSA will obligate SVB to extend any credit of any type, including any overdrafts, even if SVB has done so in the past. SVB may stop permitting overdrafts at any time without prior notice and delay or refuse to process any item, Transaction or Instruction that would result in an overdraft in an Account. If SVB decides in its discretion to process an item, Transaction or Instruction despite the overdraft, Client agrees to reimburse SVB immediately for: (a) the full amount of any overdraft created by the item, Transaction or Instruction; (b) all overdraft fees and charges; (c) interest on the amount of the overdraft for the day the overdraft was created and for each following day until the overdraft has been paid; and (d) all Losses SVB incurs in collecting from Client the overdraft or any fees or charges related to it.

SECTION 17. TRANSACTION LIMITS; CUTOFF TIMES

Client agrees not to exceed any Transaction limitations established by SVB from time to time, including limitations on Accounts, Users, Services or the types of Instructions Client may send to SVB for processing or execution. To the extent not restricted by Applicable Law, SVB will communicate decisions regarding such limitations to Client.

On any particular Business Day, SVB will no longer accept Instructions or process Transactions (including Payment Orders) for that Business Day after the Cutoff Time. Any Instructions received after such time, if accepted and processed that day, will be processed as of the next Business Day. Transaction-specific Cutoff Times for Services shall be available upon request from SVB and may be found online at www.svb.com.

SECTION 18. SECURITY INTEREST AND SET-OFF.

In addition to all rights provided by Applicable Law, Client agrees that any and all amounts on deposit in any accounts (including all Accounts) of Client with SVB may be set-off and applied against any liability in any currency Client owes SVB under the MTSA or any other agreement between Client and SVB. Client further grants SVB a first priority security interest in all accounts (including all Accounts) of Client with SVB now or in the future to secure payment of any and all obligations under the MTSA or any other agreement between Client and SVB; provided, that this security interest shall be subordinate to any security interest separately agreed to in writing by SVB. This security interest is supplemental to and not in lieu of the security interest granted by Client to SVB under any other agreement.

SECTION 19. AUDIT.

Upon SVB's request, Client agrees to: (a) provide the records Client maintains with respect to Client's use of the Services as required by Applicable Law and the MTSA; (b) provide internal and external audit reports relating to Client's use of the Services and Client's information technology infrastructure and operational processes and procedures; (c) provide SVB with such financial information and statements and other documentation SVB reasonably determines to be necessary or appropriate to enable SVB to evaluate its exposure or risk; and (d) permit SVB (including its regulators and auditors) reasonable access to the locations where Client uses any of the Services during normal business hours to audit Client's (including Client's Vendors') compliance with the terms of the MTSA and Applicable Law. Client will cooperate with any such audit and provide, at Client's expense, any information or documents as may be reasonably requested by SVB in the course of such audit.

SECTION 20. AMENDMENTS.

The MTSA may be amended by a written agreement executed and signed by the parties. In addition, SVB may modify the MTSA, Including any Service Schedules, by giving Client prior written notice. If Client continues to use the Services or the affected Service, as the case may be, after the effective date specified in the notice, Client is bound by the MTSA terms as modified. Notwithstanding the foregoing, SVB may without prior notice to Client make modifications to: (a) its Security Procedures, if immediate changes are required for security reasons or the changes do not have a material effect on Client's use of the Services; or (b) the MTSA, including any Service Schedules, if required under Applicable Law or by a regulatory authority with jurisdiction over SVB, in which case the modifications will be effective immediately upon SVB notifying Client.

SECTION 21. FORCE MAJEURE.

SVB shall not be liable for any failure or delay in providing the Services, transmitting data, providing reports, taking action or otherwise carrying out any of its obligations under the MTSA if such failure or delay results from SVB acting in accordance with Applicable Law, or from acts of God, interruption of transmission or communication, equipment, system, or power failure, delay in transportation, war, emergency conditions, including strike or stoppage of labor, disruptions in financial markets, adverse weather or any other cause beyond SVB's reasonable control (each, a "Force Majeure Event").

SECTION 22. SUCCESSORS AND ASSIGNS.

Client may not assign any right or delegate any obligation under the MTSA without SVB's prior written consent. SVB may assign its rights and delegate its duties under the MTSA in whole or in part without Client's consent: (a) to an affiliate of SVB; (b) pursuant to or in connection with any merger, consolidation or combination involving SVB or its parent company, or the sale or transfer of all or substantially all of SVB's assets or stock; or (c) in connection with the sale or other disposition involving a line of business to which the MTSA relates; provided, that Client has the right to immediately terminate any or all Services in the event of a transaction as described in (b) or (c).

SECTION 23. GOVERNING LAW; WAIVER OF JURY TRIAL.

The MTSA is governed by and shall be interpreted under the laws of the State of California (excluding its conflict of law principles) and with applicable federal laws and regulations. SVB and Client each expressly and irrevocably waive any right to trial by jury in any proceeding related to the MTSA. Client hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts in Santa

Clara County, California, and Client agrees that any legal action or proceeding with respect to the MTSA may be commenced in such courts.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The reference proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Santa Clara County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure Section 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

SECTION 24. WAIVERS.

No party's failure or delay in exercising any right or remedy under the MTSA will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the MTSA will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the MTSA will operate as a waiver of any prior, current or subsequent breach. No waiver of any breach, right or remedy under the MTSA will be effective unless made in writing.

SECTION 25. COMPLETE AGREEMENT; SEVERABILITY.

Unless SVB agrees otherwise in writing, the MTSA constitutes the entire agreement between Client and SVB with respect to the Services. If the performance of the Services in accordance with the terms of the MTSA would result in a violation of Applicable Law, then the MTSA will be deemed amended to the degree necessary to comply with such Applicable Law and SVB will incur no liability to Client as a result of such violation or amendment. If any provision of the MTSA is held to be invalid, illegal or unenforceable, such provision shall be valid, legal and enforceable to the maximum extent permitted by such holding and the validity, legality or enforceability of the other provisions of the MTSA will not be affected or impaired by such holding.

SECTION 26. THIRD PARTY BENEFICIARIES.

Except as expressly provided herein, nothing in the MTSA is intended to confer any rights or remedies under the MTSA to any third party. Unless Client has SVB's prior written consent, Client may not use the Services to process transactions for or on behalf of third parties.

SECTION 27. TERMS FOR MULTI-ENTITY USE OF SERVICES.

- (a) Under the terms of the MTSA, SVB may provide multiple affiliated Clients with access to the Services. For the avoidance of doubt, "Client" or "Clients" as used herein includes any Affiliates designated as an affiliated entity, including but not limited to entities under common control. Such clients may also be referred to as a "Related Client". Each Related Client hereby authorizes the designated Client ("Designated Client") to act as agent for such Related Client in connection with any and all matters relating to the MTSA, including, without limitation, administering the Services and originating Transactions, issuing Instructions, transmitting deposit data, executing Enrollment Forms, terminating the MTSA, agreeing to modifications and amendments to the MTSA, and receiving notices under the MTSA (which will be effective against the Related Clients, even if such notices and communications are sent only to the Designated Client); any and all such actions by the Designated Client shall be binding on the Related Clients. SVB may conclusively rely on the Designated Client's authority to act for itself and to bind the Related Clients with respect to the foregoing. Master Client agrees to notify the Related Clients of any such notices received, agreements made, and actions taken on behalf of any such Related Client.
- (b) Each Client hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Designated Client or any Related Client (each, a "Commingled Lockbox" or "Commingled Account", respectively), then the Designated Client or such Related Client is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Client's Collections and take any and all other actions with respect thereto, all as the Designated Client or such Related Client deems appropriate. Each Client understands that such Collections may be commingled with the funds of other entities. Therefore, each Client hereby disclaims and releases all right, title and interest in its Collections, and hereby waives

any and all legal claims such Client may have against SVB based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Client represents and warrants to SVB that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. In this paragraph, "Collections" shall mean all items, electronic funds transfers, credit card payments and other amounts payable to or for benefit of a Client.

- (c) Under the terms of the MTSA, SVB may provide multiple Clients with electronic access to the Services using the Online Banking Channels. Designated Client may request, and subject to the terms hereof SVB may permit the Online Banking Channel client identifier assigned by SVB to Designated Client and other access credentials for use of an Online Banking Channel assigned to or designated as belonging to Designated Client (collectively, the "Login ID") to be used by Designated Client and the Related Clients for purposes of conducting transactions and using the Services. Each Client acknowledges and agrees that (i) SVB may rely and act upon any and all communications or Instructions it receives through an Online Banking Channel under Designated Client's Login ID with respect to such Client's Accounts as communications or Instructions of such Client, and SVB's reliance shall not constitute negligence or willful misconduct; (ii) such Client shall be bound by (A) the use of the Services made through the Designated Client's Login ID with respect to the Accounts of such Client, (B) all communications or Instructions SVB receives through an Online Banking Channel under Designated Client's Login ID with respect to the Accounts of such Client, (C) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds transfers and other disbursements from such Client's Accounts, and (D) all other actions taken by SVB with respect to such communications or Instructions; (iii) SVB shall have no liability or responsibility to notify a Related Client of any other entities with which Designated Client shares its Login ID; and (iv) only the employees or other Authorized Representatives of each Client will use the Services and conduct Transactions using the Login ID with respect to the Accounts of such Client. Each Client understands and agrees that the use of the Services affecting each of such Client's Accounts may be reflected on the records of SVB as initiated by Designated Client using the Login ID assigned to Designated Client and not as having been initiated by such Client.
- (d) In addition to any other indemnification obligations set forth herein, Designated Client agrees to indemnify SVB for any and all Losses that SVB may suffer or incur in connection with providing the Services to the Related Clients or any other matters related to the MTSA, except for Losses attributable to SVB's gross negligence or willful misconduct. In addition, Designated Client agrees that it is liable to SVB for each Related Client's performance under, and compliance with, the terms of the MTSA (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to SVB for the initiation of any ACH, wire or other electronic funds transfer), and with regard to such performance and compliance by any Related Client, SVB may enforce the MTSA directly against Designated Client without first being required to seek enforcement against any Related Client.
- (e) The Designated Client hereby represents and warrants to SVB that each Related Client is a wholly-owned direct or indirect subsidiary of Designated Client, or otherwise controlled by Designated Client, and/or that Designated Client has all necessary power and authority to act for and on behalf of each Related Client in connection with the MTSA, the Services and Accounts. Each Related Client hereby represents and warrants to SVB that it is a wholly-owned direct or indirect subsidiary of Designated Client or is otherwise controlled by Designated Client, and/or that all necessary action was taken by the Related Client's governing body to provide Designated Client all necessary power and authority to act on behalf of Related Client in connection with the Services and Accounts of such Related Client as contemplated by the MTSA. Each Client represents and warrants to SVB that (i) the execution and delivery of this MTSA has been authorized by all necessary corporate action and does not violate any provision of law applicable to such Client, or any provision of such Client's organizational documentation or any other agreement binding upon such Client, and (ii) the person(s) executing and delivering this MTSA for and on behalf of such Client are duly authorized to do so. Each Client agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Client hereby agrees that SVB will not be liable and such Client shall not sue or otherwise make claims against SVB for or on account of any claim arising out of or relating to SVB allowing the arrangements contemplated by this MTSA, including any fraudulent activity or Instructions resulting from or relating thereto, except in the case of SVB's gross negligence or willful misconduct.
- (f) Each Related Client hereby acknowledges and agrees that, from time to time, the Designated Client may, without notice to or consent of the Related Clients: (i) join additional entities ("Additional Related Clients") as parties to the MTSA by duly completing and executing (on behalf of itself and the Related Clients) an agreement substantially in the form acceptable to SVB, at which time, such Additional Related Clients shall have the same rights and obligations as the Related Clients, and the Designated Client shall have the same obligations with respect to such Additional Related Clients as it has for the Related Clients; and/or (ii) subscribe to additional services ("New Services") via an additional Services supplement in a form acceptable to SVB signed by the Designated Client (on behalf of itself, Related Clients, and any Additional Related Clients), at which time such New Services shall also constitute Services under the MTSA.

SECTION 28. ZERO BALANCE ACCOUNT SERVICE; MULTI-ENTITY ZBA RELATIONSHIPS.

- (a) The Zero Balance Account Service ("ZBA Service") allows Client to transfer funds between an Account designated as the "Parent Account" and one or more of other Accounts designated as "Secondary Account(s)." At the close of each Business Day, SVB transfers funds between the Parent Account and Secondary Accounts to achieve the respective target balances designated in the applicable Enrollment Form. If the balance in any Secondary Account exceeds the applicable target balance, SVB will transfer the excess funds

from such Secondary Account to the Parent Account. If the balance in any Secondary Account is less than the target balance, SVB will transfer funds from the Parent Account to such Secondary Account in the amount needed to achieve the target balance. Each transfer made using the ZBA Service shall constitute an authorized Payment Order. In addition to any other rights of termination set forth in the MTSA, SVB may immediately suspend or terminate the ZBA Service upon notice to Client if there is an overdraft in the Parent Account, or there would be an overdraft after giving effect to any transfer from the Parent Account.

- (b) SVB may, but is not required, to permit one or more ZBA Account relationships (each, a "ZBA Relationship") between the Accounts of one or more Clients. Each ZBA Relationship will consist of a single Parent Account maintained at SVB in the name and tax identification number of a Client (the "Parent Account Client") and one or more Secondary Account(s) (the designated owner of each Secondary Account, a "ZBA Client" for the related ZBA Relationship). Each ZBA Client hereby grants the Parent Account Client for such ZBA Relationship the unconditional and irrevocable authority to add to such ZBA Relationship new Accounts in the name and tax identification number of any other Client and remove any existing Account from such ZBA Relationship. Only the Parent Account Client, on behalf of the related Parent Account and ZBA Client(s), may modify an existing ZBA Relationship.
- (c) Each Client hereby represents and warrants to SVB that the transfer of funds described herein, and the commingling of funds resulting therefrom, does not violate any Applicable Law or other agreement applicable to such Client. SVB in providing the ZBA Service is relying upon the foregoing representation and warranty, and the Clients agree that SVB's reliance and actions taken based on the foregoing does not constitute negligence or willful misconduct. In addition to the other indemnities set forth in the MTSA, with respect to each ZBA Relationship, the Parent Account Client and the ZBA Clients each agree, jointly and severally, to indemnify SVB for any and all overdrafts in the related Parent Account or other liabilities incurred by SVB resulting from any transfers from such Parent Account to the related Secondary Account(s) as described. Each Client covenants with SVB that it will not sue SVB in connection with any disputes between themselves or amongst any Clients in connection with the ZBA Service. This section shall survive termination of the MTSA.
- (d) To induce SVB to provide the ZBA Service to the Clients, the Parent Account Client absolutely, irrevocably and unconditionally guarantees to SVB full and prompt performance and payment when due (by acceleration or otherwise) of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of any Client to SVB, whether now existing or hereafter arising, under or in connection with the ZBA Service (collectively, the "Obligations"). The liability of the Parent Account Client under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument related thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Parent Account Client and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations of any Client, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such Client or otherwise pursuant to Applicable Law, rescinded or reduced in amount or must otherwise be restored or returned by SVB, all as though such payment or performance had not been made. Parent Account Client authorizes SVB, without notice or demand and without affecting the Parent Account Client's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the Obligations, or otherwise change the terms of the Obligations or any part thereof. The obligations of Parent Account Client hereunder are those of a primary obligor and not merely a surety, and are independent of the Obligations. The Parent Account Client unconditionally waives any right to require SVB to (i) proceed against any Client or other obligor with respect to the Obligations, provided SVB has first given notice of default to the Client and Parent Account Client and the Client has failed to cure the default within two (2) days of such notice; (ii) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (iii) pursue any other remedy in SVB's power whatsoever. Parent Account Client hereby waives (A) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by SVB to any Client; (B) presentment and demand for payment of the Obligations; (C) protest and notice of dishonor or default to the Parent Account Client or any other party with respect to any of the Obligations; and (D) all other notices to which Parent Account Client might otherwise be entitled. Parent Account Client agrees to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by SVB in the enforcement of this guaranty.
- (e) Each Client hereby authorizes Parent Account Client to request and consent to any waiver or assignment hereunder for and on behalf of such Client with respect to the ZBA Service. Parent Account Client and each Client agree to notify SVB promptly of any consolidation, merger, sale or conveyance of Parent Account Client or such Client or the sale or conveyance of any controlling interest in Parent Account Client or such Client to the extent no longer affiliated with Parent Account Client and the remaining Clients, and upon such occurrence SVB shall be entitled to terminate the ZBA Service with respect to such Client upon written notice to the Parent Account Client. In addition to the other amendment provisions of the MTSA, it is agreed that the ZBA Service can be amended in a writing signed by SVB and Parent Account Client, including the Enrollment Forms. In addition, Parent Account Client may, on behalf of all Clients, add additional Clients to the ZBA Service (each, a "New Client") via amendment, in form/substance acceptable to SVB (a "New Client Amendment"), binding each such New Client hereto, and otherwise act for and on behalf of each Client as described in this Section.

SECTION 29. DEFINITIONS.

"Acceptable Payee" means Client or a payee different from Client's legal name for whom Client has authority to accept or negotiate Checks.

“Account” means a commercial demand deposit account(s) maintained at SVB by Client to which a Service may apply.

“ACH Operator” has the meaning given in the NACHA Rules.

“Applicable Law” means, as applicable to the Service, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, local, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the Operating Rules. References to “Applicable Law” shall mean such laws as they may be amended, modified or otherwise exist from time to time.

“Business Day” means each calendar day, but does not include Saturday, Sunday, or any day on which SVB is permitted or required to be closed.

“Check” means a draft that is payable on demand, drawn on, or payable through a United States financial institution, whether negotiable or not.

“Credentials” means usernames, personal identification numbers, identification codes, passwords, and other mechanisms used to access Services.

“Cutoff Time” means the time on any Business Day when SVB will no longer accept Instructions or process Transactions (including Payment Orders) for that Business Day. Any Instructions received after such time, if accepted and processed that day, will be processed as of the next Business Day.

“Designated Client” means, for multi-entity usage of services, the designated entity with whom the Bank may transact and rely on instructions for all related clients in the multi-entity relationship.

“Enrollment Forms” means any forms establishing parameters associated with configuration and/or use of a Service.

“Entry” has the meaning given in the NACHA Rules. Each Entry where Client is the Originator will be deemed Client’s Payment Order.

“Instruction” means any communication provided using Client’s Security Procedures or otherwise provided by or on behalf of Client to SVB to perform a Service or take action on behalf of Client or its Accounts.

“NACHA” means the National Automated Clearing House Association, and

“NACHA Rules” means the NACHA Operating Rules and Guidelines.

“Operating Rules” means, collectively, the NACHA Rules and the rules, regulations and operating guidelines of any regional clearinghouse, payment card association or payment network (e.g., ECCHO) in effect from time to time used by SVB to provide the Services.

“Payment Order” shall have the meaning set forth in UCC Article 4A, and include any wire transfers, ACH Entries and internal funds transfers.

“Receiver”, “Receiving Depository Financial Institution”, or “RDFI” shall have the meaning as set forth in the NACHA Rules.

“Security Procedures” shall mean any Credentials, security codes, keys, personal identification numbers, template numbers, algorithms, procedures or other programs or key strokes that are adopted for use in the Services to verify the authenticity of communications from Client (to prevent unauthorized access to the Services). For example, a Security Procedure may be the combination of a password with specific user identification or other credential.

“Set Up Forms” shall be synonymous to “Enrollment Forms” as used in this MTSA.

“Transaction” means executing an Instruction, including any Payment Order, on behalf of Client as part of the Services.

“UCC” means the Uniform Commercial Code as enacted in the State of California, as amended.