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Schedule 1:   ACH Origination

The ACH Origination Service enables Client to deliver data, records and Instructions that are delivered in an ACH file or as a part of ACH Entries ("Entry Data") to SVB for the processing of Entries where Client is the Originator. Client's obligations when receiving ACH credit or debit Entries as a Receiver can be found in the BDADS. Capitalized terms used herein without definition shall have the meanings provided in the NACHA Rules.

1. Submitting Entry Data. Client's Entry Data must be in the form, have the content, and be delivered to SVB in conformity with NACHA Rules and any Entry Data requirements specified by SVB in or as part of Client's use of any approved channel , as specified by SVB from time to time. In the event of any conflict between SVB Entry Data requirements and the NACHA Rules, SVB Entry Data requirements will govern. Client will deliver Entry Data in compliance with the Security Procedures. The total dollar amount of Entries transmitted by Client to SVB will not exceed the Transaction limit(s) established by SVB from time to time.

2. Security Procedures.

   a. *Agreement to Use Commercially Reasonable Security Procedures.* SVB offers Security Procedures that apply to the ACH Origination Service and Payment Orders, and Client's use of the ACH Origination Service constitutes Client's acceptance of those Security Procedures as commercially reasonable for the type, size, frequency and volume of Client's Payment Orders and as a means of authenticating a Payment Order communicated to SVB by or on behalf of Client. Client acknowledges that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any Payment Order. Any Payment Order communicated by or on behalf of Client shall be effective as the funds transfer instruction or Payment Order of Client, and shall be enforceable against Client, whether or not authorized and regardless of the actual identity of the sender thereof, if such Payment Order is received in accordance with the applicable Security Procedures, and if SVB accepts such Payment Order in good faith. In addition, if any Payment Order was actually communicated or authorized by Client or Client otherwise benefited from such Payment Order (or resulting Entry), then Client will be obligated to pay SVB the amount of the related Entry without regard to whether SVB complied with the Security Procedures. SVB may, in its discretion, use additional procedures to verify the authenticity of any Payment Order. Client agrees to implement any other reasonable authentication or Security Procedures established by SVB.

   b. *Compliance with Security Procedures.* If Client chooses to communicate any Payment Order (including any cancellation or amendment thereof) to SVB in a manner that varies from the Security Procedures, and if SVB accepts such Payment Order in good faith, then Client agrees to be bound by such Payment Order, whether or not authorized, and Client will be deemed to have refused the Security Procedures that SVB offers and recommends as commercially reasonable, and Client will be obligated to pay SVB the amount of such Entry. However, SVB has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures. SVB shall not be responsible for refusal to act upon any Payment Order received which does not comply with this Service Schedule, including where SVB's reasonable efforts to verify the Payment Order in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

3. Processing and Settlement of ACH Entries. Client will comply with and be subject to the NACHA Rules with respect to all Entries whether or not a particular Entry is distributed through the ACH network, except as otherwise expressly agreed to by SVB. Unless the context otherwise requires, the NACHA Rules will apply to "On-Us Entries," which are Entries where the Receiver's account also resides at the Originating Depository Financial Institution (ODFI). Client will act as an Originator and SVB will act as an ODFI with respect to Entries. Standard Entry Class Codes are specified in Appendix Two (ACH Record Format Specifications) of the NACHA Rules.

   a. Client may not originate Entries using Standard Entry Class Codes that have not been included in the Enrollment Forms and approved by SVB. For example, Standard Entry Codes PPD, CCD and CTX are allowed without the need for Additional Documentation, but TEL, WEB or IAT require prior approval by SVB and Client's agreement to Additional Documentation. SVB may block unapproved use of a Standard Entry Class Code.

   b. Client may not process Entries for others or act as a Third Party Sender (TPS) without express and prior approval.

   c. A stale dated payment will be processed by SVB on the next possible effective date, even if it forces that Entry to be handled as a same-day item.

   d. SVB may reject an entire ACH file if SVB has any question about its authenticity or any problems processing the file as submitted (for example, if there are insufficient funds in an Account to cover processing all Entries in the file).

4. ACH Operators. SVB will transmit Entries as an ODFI to the Federal Reserve Bank or other ACH operator selected by SVB (the "ACH Operator"), and settle for such Entries as provided in the NACHA Rules (subject to the obligations set forth in the MTSA). SVB will send Entries to SVB's selected ACH Operator by the applicable deadline prior to the Effective Entry Date shown in the related Entry Data, provided that SVB's process time requirements, provided or available in the Enrollment Forms or Additional

Documentation, are met. Entry Data received by SVB after the applicable file input deadline on a Business Day may be treated by SVB as received after SVB's Cutoff Time. If any of the foregoing requirements are not met, SVB will use commercially reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business. Entry Data are not deemed received by SVB until the complete file in which the Entry Data are included has been actually received by SVB in the format required by SVB.

5. Provisional Settlement. Client agrees that any payment by SVB to Client for any Debit Entry, returned Credit Entry or credit Reversal is provisional until SVB has received final settlement for such Entry. SVB may delay availability of provisional funds at SVB's discretion. If final settlement is not received, Client agrees to pay a refund of the amount credited and SVB is entitled to charge the Account for the amount due. SVB may refuse to permit the use of any amount credited for a debit Entry or credit Reversal if SVB believes that there may not be sufficient funds in the Account to cover chargeback or return of such Entry or Reversal.

6. Rejection of Entries. SVB may reject any Entry and/or Entry Data at any time, either with or without cause, including nonpayment or if SVB has attempted but is unable to verify the authenticity of the Entry Data. SVB may reject individual Entries or complete files. SVB will endeavor to notify Client of rejection no later than the second Business Day after the Entry would otherwise have been transmitted by SVB to the ACH Operator (or, in the case of an On-SVB Entry, after the Effective Entry Date). SVB will have no liability to Client by reason of the rejection of any Entry or file or any failure or delay in providing such notice.

7. Cancellations, Amendment or Reversal. Client has no right to cancel or amend an Entry after SVB has received it. SVB may use commercially reasonable efforts to act on a request by Client for cancellation of an Entry prior to transmitting it to the ACH Operator (or, in the case of a non on-us Entry, prior to crediting a Receiver's account). Client may deliver Entry Data for reversing entries ("Reversals") pursuant to the NACHA Rules, but SVB has no obligation to process them. SVB shall have no liability if any requested cancellations or Reversals are not affected.

8. Returned Entries. SVB will notify Client of the receipt of a returned Entry from the ACH Operator no later than one Business Day after the settlement day of such receipt. Client has no right to request SVB to dishonor any returned Entry unless Client gives SVB such request in writing, together with any relevant information required under the NACHA Rules, and SVB receives the written request and information within ten Business Days after SVB has notified Client of SVB's receipt of the returned Entry. Notice by SVB of a returned Entry shall be effective when given.

9. Notification of Changes. SVB will notify Client of all notifications of changes ("NOC") received by SVB or corrected NOCs created by SVB related to Entries transmitted by Client. SVB will do so no later than two Business Days after SVB's receipt of the NOC. Client must make the changes specified in any NOC or corrected NOC: (a) within six (6) Business Days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later; or (b) as otherwise required in the NACHA Rules, if the NACHA Rules specify a different time for correction.

10. Payment for Entries. Client agrees to pay SVB, in immediately available funds, an amount equal to the sum of all Credit Entries or debit Reversals related to Entry Data delivered to SVB at such time as SVB may from time to time designate.

    a. If SVB does not otherwise designate when funds are due, then: (a) if Client is not an ACH Prefunding client, no later than the opening of business on the Settlement Date, and (b) if Client is an ACH Prefunding client, no later than the date of transmittal of the related Entry Data to SVB or at such earlier time as may SVB may have established. SVB may designate Client as "ACH Prefunding," and SVB may change Client's designation to or from ACH Prefunding at any time, with or without cause and at SVB's sole discretion.

    b. SVB is not obligated to continue to process Entries without having first been paid by Client, and SVB is not required to give notice that SVB will no longer continue such action, regardless of whether SVB may have done so previously. Client will designate on the Enrollment Form which Account or Accounts that SVB may use for debiting or crediting with respect to all Entries (and any Checks used in lieu of Entries) and related adjustments and charges, but SVB is authorized to charge any Account or withhold funds that would otherwise be due to Client as Originator if the designated Account has insufficient funds to cover any amounts due to SVB by Client in connection with Client's use of the ACH Origination Service.

    c. SVB may place a hold on funds in an Account without prior notice or demand in an amount reasonably believed by SVB to be needed to cover possible Returns or other amounts SVB reasonably believes are due or with the passage of time may become due by Client to SVB under the MTSA in connection with Client's use of the ACH Origination Service. If there are not sufficient available funds in Client's designated Account to cover its obligations in connection with the ACH Origination Services, Client agrees that SVB may still process the Entries and debit any Account even if the result is to create an overdraft. Client agrees to immediately provide cover for any negative balance or overdraft in an Account. SVB may also set off against any amounts SVB owes to Client in order to obtain payment of Client's obligations under the MTSA in connection with its use of the ACH Origination Service.

    d. *Reserve Amounts and Holdback.* SVB may from time to time establish minimum amounts to be funded by Client as reserve amounts. SVB will inform Client of any required reserves when Client is approved for a Service; if required reserves are

established or changed by SVB after a Service is approved for Client, then SVB will provide Client with notice at least 30 days or more prior to the effective date of such requirement. Client shall fund the reserve amount with immediately available funds at or before the time specified. SVB may withhold and use any amounts due to Client to maintain any initial or later required reserve amounts. Reserve amounts may be held by SVB in accounts established in Client's name for that purpose or otherwise as SVB may choose.

SVB may notify Client of holds associated with Client's ACH relationship ("ACH Holdback") by and through a Notification of ACH Holdback. SVB will place holds and delay their availability based on the hold schedule provided to Client. Holds will be released at the end of the business day specified.

11. <u>Compliance with Laws</u>. Client agrees that it is responsible for obtaining from the Receiver an authorization to initiate Entries to a consumer Receiver's account that complies with Applicable Law. At any time upon request by SVB, Client will provide SVB with evidence and information regarding Receiver authorizations. Client acknowledges that it is responsible for providing SVB with all information required by the RDFI, including the reason for payment, if required. Client further acknowledges the Receiver account number and RDFI bank identification number that Client provides in connection with an Entry must be complete and accurate, and Client understands that the Entry and any transfer amount could be lost if the information is incorrect.

12. <u>Covenants, Representations and Warranties</u>. Client represents, warrants and agrees that: (a) each person shown as the Receiver on an Entry received by SVB from Client has authorized the initiation of such Entry and the crediting or debiting of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry; (b) such authorization is operative at the time of transmittal and at the time of debiting or crediting the Receiver's account; (c) Entries transmitted to SVB by Client are limited to the types of Entries that are allowed for Client under this Agreement; (d) all Entries transmitted by Client to SVB are in compliance with Applicable Law. Client will be bound by and comply with the NACHA Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; Client specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Client will not be deemed to have been paid by the Receiver.

13. <u>Inconsistency of Name and Account Number or RDFI Description</u>. Client acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by SVB, in the case of an On-SVB Entry) on the basis of the account number even if it identifies a person different from the named Receiver. If an Entry describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Client's obligation to pay the amount of the Entry to SVB is not excused in such circumstances.

14. <u>Data Retention</u>. Client will retain data adequate to permit remaking of all Entries for ten (10) Business Days following the date of their transmittal by SVB, and will provide that data to SVB upon request. Without limiting the generality of the foregoing, Client specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of any document or any record, including without limitation, Client's responsibilities to retain all items, source documents and records of authorization in accordance with the NACHA Rules.

Schedule 2:   Bill Pay Plus

The SVB Bill Pay Plus Service is comprised of the following components – Accounts Payable, Accounts Receivable and Cash Forecasting. Client may access one or more components of the Service through a supported Online Banking Channel. To use the Service, Client must use the appropriate Enrollment Form(s) and designate one or more Accounts to be utilized for the Accounts Payable and Accounts Receivable components (each a "Payment Account").

1. <u>Accounts Payable</u>. The Accounts Payable component of the Bill Pay Service includes one or more of the following services (see below for each): bill indexing and document management; Workflow and approvals; Synchronization of data with accounting software ("Sync"); and bill payment (payables).

    a. *Bill Indexing and Document Management. This feature allows Client to receive invoices, bills and other statements of account* from its vendors (collectively, "bills") by email or fax in accordance with the procedures set forth in the applicable Enrollment Forms or Additional Documentation. SVB is not responsible for any bills that are misdirected and not received. Client is responsible for ensuring that the bills Client expects to arrive have arrived from its vendors. Once a bill is received it may be submitted to the Bill Payment feature for payment, as discussed below under Bill Payment.

    b. *Workflow and Approvals.* The Service allows Client to create and then monitor compliance with internal workflows and approvals of its bills.

    c. *Sync.* Client may choose to install Software that enables Client to update its accounting software program file with the latest payables transactions and that synchronizes the list of accounts, classes, and vendors (the "Sync Dashboard Software"). Client may also be able to sync with certain online accounting software programs without installing such software. The Sync Dashboard Software is a form of "Software" under the terms of this MTSA.

    d. *Bill Payment (Payables).*

        i. Bill Payments. Client may arrange for payments to be made to others from its Payment Accounts. If Client links more than one Payment Account to the Service, Client must specify which Payment Accounts it wishes to use in making bill payments. Client is responsible for providing the necessary identifying details for each bill to be paid through the Bill Pay Service, including but not limited to payee name, payee account information, invoice number, invoice date, due date and amount, and other details necessary or as is requested from Client when using that Service ("Payment Instructions"). To initiate a payment, Client must specify the necessary information required within the Payment Instructions and select a "Processing Date," as defined below. SVB will send Client's payment to the payee either by transferring the funds electronically or, if electronic transfers are not available or used, by mailing a Check to the designated payee. Client authorizes SVB to follow the Payment Instructions that SVB receives from Client.

        ii. Eligible Payees. This Service should not be used to pay federal, state, or local taxes, courts or other governmental entities. SVB will not be liable for penalties, interest, or other damages of any kind if Client tries to use the Service to remit or pay money for taxes, or to courts or governmental agencies, or for any purposes that do not comply with Applicable Law. The Service is also not intended for payment of alimony, child support, taxes or other court-directed or government payments, fines or penalties, payments to settle securities transactions or payment in connection with gambling, fraudulent or illegal activities.

        iii. Notice of Non-Payment. SVB will use commercially reasonable efforts to provide notice promptly if SVB refuses to issue a payment. This notification is not required if an attempt is made to make a payment that is prohibited by Applicable Law or the MTSA. SVB reserves the right to refuse to make payment to or to terminate any payee, with or without cause or advance notice to Client.

        iv. Accuracy of Data Provided. It is Client's responsibility to ensure Payment Instructions are entered fully and accurately for each bill and payee that Client would like to be paid through the Service. Client has sole responsibility for the accuracy of Payment Instructions that it enters or that are entered in Client's name after compliance with applicable Security Procedures, including any changes that SVB may program at Client's direction. SVB assumes no liability for Enrollment Form errors or related to Client's Payment Instructions or to changes thereto.

        v. Scheduling Bill Payments. Transaction requests received after the Cutoff Time on a Business Day or at any time on a non-Business Day will be deemed received by SVB as of the next Business Day. Client may select any future Business Day as the payment processing date ("Processing Date"), which is the date upon which SVB will initiate the processing of its payment. Client is solely responsible for the timing of the payments and the selection of the appropriate Processing Dates. SVB recommends that Client enter a Processing Date that is at least six Business Days before the date the payment is due (without regard to any grace period) (the "Payment Due Date"). It may take up to two Business Days (and under certain circumstances more than two Business Days) for an electronic payment to be received. Further, should a payment need to be sent by mail, such payment may take longer to be received, especially during certain holiday seasons. Given the timing considerations above, it is Client's responsibility to coordinate payments and select Processing Dates that allow its payments to be made in such a manner that they will be paid on time. Client is solely

responsible for any damages, such as late charges, that may be imposed as a result of its failure to select appropriate Processing Dates and transmit Payment Instructions to SVB in a thoughtful and timely manner. To ensure that critical or time-sensitive payments are received on time, Client should consider establishing Processing Dates that are well in advance of the Payment Due Date.

vi. Automatic Recurring Payments. Client 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 Client establishes, if any. If the payment Processing Date Client sets 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 Client's 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.

vii. Charging your Account. When Client transmits a payment request or Instruction, Client authorizes SVB to charge its Payment Account on or after the Processing Date. SVB may block funds in advance of the Processing Date, but is not required to do so. If the Payment Account does not have enough available funds to cover a payment, SVB may reject (or reverse) payments in any order and in any amount that it chooses, even if the result is to reduce Client's Transactions to a level below the amounts needed to pay its bills or honor the Transaction and create an overdraft in the Account, at SVB's discretion. Client agrees to pay for such payments and/or any negative balance immediately and without a need for prior demand by SVB. Client further authorizes SVB, at its discretion, to charge any other Account to cover such payment obligations. SVB may charge a Fee for each payment request presented against insufficient available funds, whether or not SVB honors or processes the request.

viii. Erroneous Payment Instructions. Client assumes sole responsibility for the content, accuracy, and timing of all Payment Instructions. SVB is not responsible for confirming such information, or for monitoring or refusing to process inaccurate, untimely or duplicate Payment Instructions. If Client describes any payee (or receiving bank) inconsistently by name and number, SVB and other institutions may process the payment solely on the basis of the number, even if it identifies a person (or bank) different from the named payee (or bank). If Client gives SVB a Payment Instruction that is incorrect in any way, Client agrees that SVB may charge the Account for the payment whether or not the error could have been detected by SVB. SVB is not obligated to detect errors in Client's Payment Instructions.

ix. Rejecting Payment Instructions. SVB may reject Payment Instructions with or without cause or prior notice. If it does, SVB will attempt to notify Client of the rejection orally, electronically or in writing before the Processing Date.

x. Canceling Bill Payments. If Client makes a mistake or decides to cancel a Payment Instruction it has entered in connection with the Service, Client can cancel it on the same day by sending SVB a cancellation request prior to the Cutoff Time on the Business Day before the Processing Day. SVB will continue to originate recurring payments through the expiration date Client originally scheduled for such payments unless Client cancels a recurring payment prior to its respective Cutoff Time for cancellations, as provided herein.

2. <u>Accounts Receivable Services</u>. The Accounts Receivable component of the Service includes one or more of the following Services: invoice creation and import; invoice management and customer reminders; and bill payment (receivables).

a. *Invoice Creation and Import.* As discussed below, the Accounts Receivable Service may be used by Client to receive payments from a third party (a "Customer"). Client may create invoices through the Accounts Receivable component, or Client may import invoices from supported accounting software packages. In each case, Client must enter the Customer name and Customer account details, including but not limited to amounts owed from such Customer, which details collectively constitute "Invoice Details" with respect to invoices created through the Accounts Receivable component of the Service.

b. *Invoice Management.* Client may send invoices to Customers by email and track them through an Online Banking Channel in accordance with procedures set forth in the in the Service's Enrollment Forms or Additional Documentation. The Service also enables Client to send reminders to its Customers by email.

c. *Bill Payment (Receivables).* The Service may be used by Client to receive payments from Customers for whom Client has created invoices through the Invoice Creation feature. Client must provide a correct name and email address for each Customer. Client represents and warrants to SVB that the Invoice Details and any information Client inputs through the Online Banking Channel for the Customer is complete and accurately identifies the Customer, and that all invoices are issued pursuant to a contractual relationship between Client and Customer pursuant to which funds are currently owed by such Customer to Client for goods or services sold by Client to the Customer. If a Customer decides to pay invoices received from Client through electronic payment, the Customer will be required to set up an account with a third party pursuant to the terms and conditions between the Customer and that third party. Client represents and warrants that each Customer has consented to Client's use of the Service to obtain payment from such Customer.

3. <u>Cash Forecasting</u>. The Cash Forecasting component allows Client to view its future cash balances graphically using Client's projected bill and invoice details. The service allows Client to identify potential cash problems early so that it can take

appropriate action to resolve potential issues. The Cash Forecasting component is considered "Software" and Client agrees that SVB is not responsible or liable for any Loss associated with its use, including any inaccuracies in the projections made or information provided.

4. <u>Limitation on Liability</u>. In addition to such other limitations as may apply, SVB's aggregate liability to Client for Losses arising out of or in connection with the Bill Pay Plus Service, will not exceed the greater of five thousand dollars ($5,000) or the aggregate amount of Fees Client has paid for the Service during the twelve months prior to the event(s) giving rise to the Loss.

5. <u>ACH Origination and Payment Processing</u>. The Service Schedule for ACH Origination (the "ACH Origination Schedule") also applies to the Bill Payment (payables) portion of this Service (including SVB's right to reject, suspend, hold or cancel payments and to charge Client's Account) when the ACH system is used to provide payment to Client's payees. Client makes to SVB all covenants, representations and warranties that are made by an Originator under the NACHA Rules. If the terms of the ACH Origination Service Schedule differ from the terms in this Bill Pay Plus Schedule, then the terms of this Bill Pay Plus Schedule will control.

Schedule 3:   Lockbox Services

Lockbox Services enable Client to remit payments directly to unique mailing address ("Lockboxes") located strategically throughout the United States. The Service will start after all set-up requirements have been completed and accepted by SVB. At SVB's option, SVB may use a commingled account at a Bank Provider and process as agent for Client and others through the commingled account, or SVB may establish a separate account for Client at a Bank Provider and process as Client's agent through the separate account.

1. Lockbox Processing.

    a. *Client will direct its customers to mail their payments in the form of Checks to Client ("Remittances") to the Lockbox* address specified at enrollment. SVB and its Providers will have exclusive access to the Lockbox. SVB may, on Client's behalf, provide instructions to the US Post Office concerning the Lockbox and the Remittances. SVB is not responsible for delays in US Mail.

    b. SVB uses due care to protect the integrity and confidentiality of the data, client information and documents related to Client and its payers that come into SVB's possession as a result of providing Lockbox Services to Client. Client agrees that SVB will have exercised due care if SVB implements its normal procedures for safeguarding the confidentiality of customer information and (where practicable) obtain similar undertakings from Providers. SVB does not divulge or communicate to any third party not involved in the provision of Lockbox Services any information concerning such data, client information and documents except in furtherance of providing the Lockbox Services, as required or authorized under Applicable Law, if directed by an Authorized Representative or as otherwise set forth in SVB's privacy policies or authorized under the MTSA.

    c. Each Business Day, SVB will pick up or have delivered via bonded courier service at SVB's discretion Remittances at the US Post Office and transport them to the lockbox processing site(s). Except as otherwise specifically provided in this Agreement, SVB will open the envelopes and determine whether they contain any Remittances or other materials such as statements, invoices, Check stubs, correspondence, papers, documents, envelopes or other items (collectively, "Remittance Materials") and process the Remittance Materials in accordance with SVB's current lockbox processing procedures as set forth in the Enrollment Forms and/or Additional Documentation or as communicated to Client ("Lockbox Processing Procedures").

    d. At enrollment each lockbox is assigned, at SVB's discretion or that of its Provider, a Cutoff Time dependent on the Lockbox Processing Procedures. The Cutoff Time assigned dictates when on a Business Day the last USPS mail is opened, all items are encoded and deposited and when transmission files are available.

    e. The Lockbox Service is for Check processing only; Client payers may not send cash (currency and/or coin) to the Lockbox except with SVB's specific and prior approval. Client agrees to instruct its customers and other obligors not to send cash to the Lockbox. If cash is sent to the Lockbox with any Remittance Material, the cash will be removed from the envelope containing the Remittance Materials and a credit advice for the amount of the cash will be placed in such envelope with the remainder of the envelope's contents. Except as otherwise specifically provided in these Lockbox Processing Procedures, SVB will not reconcile the Checks, cash or other items in the envelopes to invoices, to Remittance statements, or to any other documents or papers in the envelopes or elsewhere.

    f. Client authorizes SVB to endorse Checks and other payment instruments received at the Lockbox and to deposit them into the Lockbox Account pursuant to SVB's Lockbox Processing Procedures. SVB may endorse Checks processed for deposit in a manner chosen by SVB (for example, "Credit to the Account of the Within Named Payee," "Payment Accepted Without Prejudice," or "Absence of Endorsement Guaranteed"). Client is deemed to have endorsed each Check that is processed, even if neither Client nor SVB physically places an endorsement on the Check.

    g. If appropriate after processing, SVB will deposit Checks and cash credit advice into an Account and make such funds available to Client in accordance with SVB's Funds Availability Policy. SVB may make funds available to Client by credit to an Account, and Client will remain obligated for all adjustments resulting from adjustments to its Lockbox Account. Each Business Day Client's details are updated on an intra-day basis in the Account Reporting Module of the Online Banking Channel (excluding any adjustments).

2. Lockbox Imaging.

    a. Client can choose in the Enrollment Forms to have Remittances and Remittance Materials imaged by SVB. Remittances and Remittance Materials in imaged form are currently available through one or more of these options: Online for 7 years in the Lockbox Module of the Online Banking Channel; via a monthly e-CD made available through the Online Banking Channel; or via direct transmission of the images. Remittance (Check) images will be posted online as they are processed and captured. Images are posted throughout the Business Day on an intra-day basis. There may be a time delay in posting electronic images online. If an image (which, for purposes of this Schedule, will mean the digital images) is not sufficiently clear for Client's purposes, or if the media is defective, SVB must receive Client's written notification within 15 days of its

receipt of the image. Client will be deemed to have received an image, for this purpose, on the earlier of Client's actual receipt of an image or (as applicable): (a) five Business Days following the date on which the e-CD containing the image is made available to Client; or (b) the Business Day following the day on which the image is made available to Client via direct transmission or is uploaded for retrieval online in the Lockbox Module of the Online Banking Channel.

b. If any Remittance Detail image is missing or illegible, SVB may provide Client with another copy upon request during the retention period. SVB may assess a Fee for e-CD recreates or copies provided to Client, including when due to missing items, lack of clarity or illegibility of an item. SVB will not be liable for failure to provide copies within any time frames specified in Client's request or for time-periods specified by Client. Image photocopies are available for 7 years and the e-CD Check images can be recreated within 45 days of the original e-CD being made available, but after that time only photocopies may be obtained. The Lockbox Image Service is not a substitute for Client's record retention requirements or purposes.

3. Risks Associated with Content Destruction for Imaged Items.

a. If Client has set up the Lockbox Image Service, Client may choose to have the contents of the envelope themselves (Check photocopies, Remittance Materials and envelopes, but excluding live Checks and cash) (collectively, "Envelope Contents") destroyed instead of returned to Client. An election to destroy physical Envelope Contents may be set out in the Enrollment Forms or otherwise communicated to SVB in a manner acceptable to SVB. If Client elects to have SVB destroy Envelope Contents, SVB may destroy all the physical items and any other material received in an envelope (excluding live Checks and cash), and SVB may do so in any manner that it deems expedient and secure. SVB will use due care not to destroy cash or any live Checks that are deemed Unprocessable Items. However, SVB will not be liable to Client if Client elects destruction of Remittance Materials and cash or any Unprocessable Items are destroyed. Client accepts the risk of this occurring, and agrees that SVB will not be responsible for the harm or damage Client may suffer (including inability to replace a particular Check or item).

b. There is a retention period of 30 days before SVB destroys the Envelope Contents. SVB may destroy the Envelope Contents at any time after the retention period has lapsed, measured from the close of the Business Day in which items were deposited. Client agrees that unless Client notifies SVB otherwise during the retention period, after such retention period has elapsed, Client: (i) accepts the images as complete and accurate copies of the Envelope Contents; (ii) waives any claims against SVB regarding completeness, accuracy, clarity or readability of the images of the Envelope Contents; (iii) agrees that SVB is not responsible for any loss, damage or harm Client may suffer due to its inability to obtain other electronic or paper copies of Envelope Contents; and (iv) authorizes SVB to destroy all the Envelope Contents.

4. Checks Not to Be Deposited

a. Unless otherwise requested by Client and agreed to by SVB, SVB will not deposit Checks falling into any of the following four categories ("Checks Not to Be Deposited") or Checks which Client has specifically instructed SVB in writing not to deposit.

i. Unacceptable Payees. Checks on which the name or designation of the payee is not the name or designation specified as an Acceptable Payee.

ii. Postdated and Stale-dated Checks. Checks which are postdated three or more days after the date they are collected from the Lockbox, postdated Checks that in SVB's opinion would not be paid on presentation, and Checks dated six months or more prior to the date they are collected from the Lockbox.

iii. Missing Drawer's Signature. Checks which do not bear a drawer's signature. If SVB processes an unsigned Check as instructed in the Enrollment Forms, and the Check is paid but the account owner does not authorize payment, in addition to any other obligations Client has under the MTSA, Client agrees to indemnify, defend and hold harmless SVB, its Provider(s), the drawee bank (which may include SVB) and any intervening collecting bank.

iv. Alterations. Checks with alterations; provided, however, that SVB will only use commercially reasonable efforts to catch such alterations and prevent deposits. As a result, SVB will have no liability whatsoever, despite anything to the contrary in the MTSA, for deposit of a Check containing an alteration unless the deposit results directly from the willful misconduct of SVB's officers or employees.

b. *Checks to Be Deposited* Unless Client specifies otherwise in a Enrollment Form or other communication acceptable to SVB, Checks which do not fall into one of the four above categories of Checks Not to Be Deposited will be deposited in the Lockbox Account. In addition:

i. Checks missing dates will be deposited in the Lockbox Account after being dated by SVB as of the date the Check is collected from the Lockbox, unless they also fall into one of the four categories of Checks Not to Be Deposited, in which case they will not be deposited.

ii.   Checks with a discrepancy in amounts will be deposited in the Lockbox Account after being processed in any manner deemed appropriate by SVB or SVB's Provider, which may be:

iii.   The amount deposited will be (A) the written or numerical amount which corresponds to the amount on the invoice or Remittance statement enclosed in the envelope with the Check; or (B) the amount which corresponds to the written amount on the Check. SVB may do this, for example, if no Remittance statement is received, or amounts on the statement do not match those on the Check.

iv.   If the numerical and written amounts on any Check are the same, but do not correspond to the amount on the invoice or Remittance statement enclosed in the envelope with the Check, the Check amount will be deposited.

5.   Restrictive Notations. Checks bearing restrictive notations, such as "Paid in Full," will be handled on a commercially reasonable efforts basis in accordance with Client's written request as agreed to in writing by SVB. SVB will have no liability whatsoever, despite anything to the contrary in the MTSA, for SVB's failure to comply with such a request, unless the failure results directly from the willful misconduct of SVB's officers or employees.

6.   Foreign Checks. Checks drawn on a foreign bank or in a currency other than United States dollars may, at SVB's sole discretion, be deposited to Client's Lockbox Account unless otherwise indicated by Client and agreed to in writing by SVB. SVB may process the foreign Check through collection systems and at exchange rates chosen by SVB or its Provider, and may impose Fees for the Service, which Fees Client hereby agrees to pay. The currency conversion and collection process may take a long time (for example, eight weeks or more), depending on the foreign bank. Adjustments for return foreign items or otherwise may result in a different currency exchange rate, and Client could lose or gain due to changes in the exchange rates.

7.   Mailing Remittance Data to Client. Unless otherwise requested, SVB will mail the Remittance Materials and Check photocopies to Client (but not cash or the paper Check (the "Original Check") issued with respect to a particular payment transaction deposited into the Lockbox Account), as well as any Checks in the envelope that are not deposited ("Unprocessable Items"), along with any correspondence being mailed to Client, in a package (the "Daily Mail Out Package") processed that Business Day. The Daily Mail-out Package can be sent via US Postal Service or overnight courier service, depending on Client's instructions communicated to SVB in a manner acceptable to SVB. On a Business Day when SVB collects no cash or Checks from the Lockbox, SVB will send a statement or advice to that effect (a "No Deposit Advice") to Client if Client so requests in writing at enrollment.

8.   Acceptable Payees. Client represents and warrants that it has the legal authority to accept for deposit and otherwise negotiate items payable to all Acceptable Payees. Client agrees not to allow the Lockbox Service to be used to process Remittances payable to any entity other than an Acceptable Payee, and authorizes SVB to debit Client's Accounts for the amount of any item deposited and processed but not payable to Client.

9.   Automated Lockbox Service. At enrollment Client may elect to have additional remittance information (such as Check magnetic ink character recognition ("MICR") line data, invoice number, account number, payer name, etc.) captured and sent daily by direct transmission or other electronic means. Each Business Day SVB captures and records data from Client's Checks, which may include information from the Remittance Materials and Client's envelopes ("Remittance Details"), and provides Client with access to the Remittance Details in the manner selected by Client in its Enrollment Forms or otherwise as communicated in a manner acceptable to SVB. If SVB cannot send or make available a transmission, SVB may (but is not required to) hold processed Remittance Details until the problem is solved or SVB makes other arrangements with Client.

10.   Errors in Advice of Credit or in Account Statements. Occasional processing errors can occur that may cause Client's Accounts to reflect incorrect balances. This may include, for example, incorrect MICR encoding. SVB will provide to Client an advice of deposits credited to the Lockbox Account. SVB will also provide to Client an SVB Statement for its Lockbox Account. If Client receives an excess credit, SVB may debit its Account at any time to correct the processing or other error. Except in those cases where earlier notice from Client may be required under the BDADS, Client agrees to notify SVB of any error in an advice of deposit or error in an SVB Statement, or of any failure of an SVB Statement to show a deposit that should have been made during the period covered by the SVB Statement, within ten (10) days after Client receives such advice of deposit or SVB Statement (as applicable). An advice of deposit or an SVB Statement, as the case may be, will be deemed effective and received by Client upon being made available electronically by SVB or upon Client's receipt, whichever is earlier. SVB's liability for errors is limited as provided in the MTSA. Adjustments to correct for errors are manually processed promptly, and may be on a delayed (next day or later) basis.

11.   Termination of Service. Upon termination of the Lockbox Service: (a) SVB may close the Lockbox; and (b) SVB may forward the mail addressed to the Lockbox in the manner instructed by Client (and agreed to by SVB) for a maximum period of three months after the termination date, unless arranged otherwise between Client and SVB. This forwarding service is subject to Fees being prepaid directly to SVB at the time of such termination. Absent agreement for post-termination forwarding of the mail addressed to the Lockbox, SVB may with no liability to Client cause or allow such mail to be returned to sender.

Schedule 4: Multi-Currency Accounts

SVB offers Multi-Currency Account services that are either interest bearing or non-interest bearing. The Interest-Bearing Deposit Account ("IBDA") provides Client the ability to hold foreign currency accounts with SVB that bear interest. The FC Account ("FC Account") provides Client with the ability to hold foreign currency accounts with SVB that do not bear interest. Where the terms or conditions for an IBDA differ from those of a FC Account, those differences are described below. IBDA and FC Accounts are collectively referred to as "MC Account(s)". MC Accounts are subject to U.S. regulatory requirements and are insured by the FDIC, as described below. General terms for MC Accounts include:

	Interest-Bearing Deposit Account ("IBDA")	**Non-Interest Bearing Deposit Account ("FC Account")**
Currency	SVB offers IBDAs denominated in various foreign currencies.	SVB offers FC Accounts denominated in various foreign currencies.
Interest Rate	Refer to SVB's rate sheet for current rates.	Zero
Minimum Opening Balance	U.S. $2,500.00 equivalent	None
Withdrawal Limitations	Maximum six transfers or withdrawals during a statement cycle.	None

1. Opening MC Accounts. To open an MC Account, Client will need to be approved by SVB after providing the appropriate Enrollment Form. The Enrollment Form shall identify: (a) the Client's choice of an IBDA or an FC Account, and (b) the various currency types for Client's MC Account. When a new MC Account is opened, SVB will either send Client a confirmation identifying the currency type and account number, or will make this information available via the Online Banking Channel. Client shall review all Account information and notify SVB immediately of an error. Client represents and warrants that it will not establish any MC Accounts primarily for personal, family or household purposes.

2. MC Account Terms.
   a. *IBDA.* If Client establishes IBDA (interest-bearing Accounts), the interest rate and annual percentage yield will be disclosed at the time of Account(s) opening. SVB may change the interest rate and annual percentage yield at any time, at SVB's discretion. Interest begins to accrue no later than the Business Day SVB receives credit for the deposit into Client's IBDA. Interest is calculated daily and credited on the last Business Day of the statement cycle. Interest shall accrue only in the same currency as deposits. If Client has more than the allowable number of transfers or withdrawals, SVB may close the Account or change it to a non-interest bearing Account. If Client's Account is converted to a non-interest bearing Account, Client will be ineligible for an IBDA for a period of 12 months from the date of conversion. If Client or SVB closes your Account before interest is credited, Client will not receive the accrued interest. SVB reserves the right to require at least 7 days' notice prior to withdrawal or transfer on any funds in this Account.

   b. *FC Accounts.* If Client establishes FC Accounts (non-interest bearing), the FC Accounts will not bear interest (the interest rate will be zero). However some of Client's FC Accounts may incur negative interest on balances. A negative interest rate will be disclosed to Client at account opening. SVB may change the negative interest rate at any time, at its discretion. Negative interest is calculated daily and debited on the last business day of the statement cycle. Analysis debit calculated on FC accounts may use any exchange rate chosen by SVB.

3. Online Banking. Client must use an approved Online Banking Channel to access or transact on an MC Account.

4. Currency Conversion. Any Transactions in an MC Account executed by SVB shall be in accordance with this Schedule, any related agreements, and the relevant terms of the BDADS, the terms of which, in particular those terms related to Currency Exchange Transactions, are incorporated herein by reference. References to "Currency Conversion" in this Schedule or the MTSA shall refer to this section. SVB shall process any foreign exchange ("FX") Transaction that is required in order to complete a currency conversion in Client's MC Account as a spot transaction. It is contemplated that SVB will process the Transaction and credit Client's Account within two Business Days after each date specified (each such contemplated date of settlement, a "Delivery Date"). SVB will determine the exchange rate applicable to each Transaction at approximately 1:00 p.m. (Pacific Time) on the trade date and place such Transaction the same day. The actual date of settlement may be a Business Day other than a Delivery Date depending on local holiday and weekend day schedules.

   SVB may decline to enter into or settle any particular Transaction for any reason including, without limitation, because (a) certain foreign currencies are not available to SVB, (b) certain foreign currency market conditions prevent SVB from purchasing or selling certain foreign currencies, (c) Client is deemed not to be an Eligible Contract Participant (as defined in the Commodity Exchange Act) or (d) Client has not provided a legal entity identifier satisfactory to SVB.

5. Fees and Charges. SVB may, at its discretion, charge Client's MC Account for Fees using the foreign currency equivalent to the U.S. dollar amount of any of its Fees or interest or convert such currency per SVB's Currency Conversion mechanics. SVB reserves the right to impose such additional charges as SVB may in its discretion consider to be attributable to any failed payment which was due to be received on Client's behalf.

6. Account Closure. If Client or SVB chooses to close an MC Account, SVB may remit Client's Account balance and may perform a Currency Conversion prior to crediting Client's Account (or, if there is none, by U.S. dollar Check mailed to Client's last address as shown on SVB's records). Alternatively, SVB may provide Client wire transfer services to transfer the balance in a closed MC Account as foreign currency to another account of Client's at another institution. SVB may at any time convert an MC Account into a U.S. dollar Account or close an MC Account – for example, if SVB determines in its sole discretion that doing so is appropriate or needed to protect Client or SVB against Losses, damages or increased costs. SVB is not obligated, however, to monitor Client's MC Accounts for or to seek to mitigate any foreign currency losses (whether due to exchange rates, exchange controls or sanctions, or otherwise) or other risks of loss or harm to Client. SVB will provide Client with notice of any conversion or closure, and SVB will attempt to provide Client with notice in advance, but cannot guarantee that this will occur.

7. Foreign Currency Risks. Exchange rates of foreign currencies are significantly affected by economic, political and government actions. Client represents and warrants to SVB that Client is aware of the substantial risks involved in holding foreign currency funds in its MC Account(s), is sophisticated and experienced in making foreign currency decisions, and has the financial resources to bear the market risk of loss associated with foreign currency accounts. Without limiting the foregoing, there are special risks associated with MC Accounts; these risks could result in a loss of principal amounts in Client's MC Account. Here are some of the special risks with a foreign currency account:

    a. Due to the nature and volatility of the foreign exchange market, the values of currencies are subject to wide fluctuations against the U.S. dollar, and deposits in foreign currency will entail significant risk exposure to adverse movements of the foreign currency relative to the U.S. dollar. It should be understood that the value of a deposit denominated in a foreign currency will vary over time and may not be worth as much as the original purchase cost. If any amount of foreign currency is exchanged for U.S. dollars, a corresponding foreign exchange gain or loss may be recognized. If a market for a particular currency is closed, SVB may affect the payment on the next available Business Day.

    b. A contingent risk associated with owning foreign currency as a deposit with SVB involves the possibility of a government's imposition of exchange controls or sanctions. Although the risk of such an event may appear minimal, foreign exchange controls could include severe limitations on the amount of a foreign currency that can be removed from a foreign country. As a result, SVB may be prevented from obtaining the foreign currency necessary to deliver to Client. In that case, SVB will make reasonable efforts to obtain negotiable consideration on Client's behalf, but SVB makes no representations or warranties as to its ultimate ability to successfully obtain such foreign currency, and SVB will have no liability to Client in the event SVB is unable to obtain the foreign currency.

    c. FDIC deposit insurance does NOT insure against loss in the value of Client's Account due to foreign currency fluctuations or any exchange controls.

    d. FDIC deposit insurance is available for foreign currency deposit accounts in the same amounts as with a U.S. dollar deposit account. However, only the U.S. dollar equivalent amount of the foreign currency deposit is FDIC-insured. The amount of deposit insurance available for funds denominated in a foreign currency will be determined and paid in the U. S. dollar equivalent of the foreign currency, as the value of such foreign currency is determined by the FDIC, on the institution's date of default.

8. Receipt of Funds for Credit to Client. Client may deposit funds to its MC Account(s) using any of the methods that SVB describes or approves from time to time. If SVB receives funds for credit to Client and the funds are denominated in a foreign currency for which Client maintains an MC Account, then Client authorizes SVB to and SVB may credit the funds to the relevant MC Account. If SVB receives funds denominated in a foreign currency and Client does not maintain an MC Account in that currency, then:(a) if instructed by Client the funds will be converted by SVB into a currency for which Client has an MC Account, or (b) if SVB does not receive a conversion instruction, the funds will be converted pursuant to SVB's Currency Conversion mechanics. If instructed by Client to receive certain funds for a particular Business Day, unless otherwise instructed, SVB may assume that SVB will receive such payment on the relevant Business Day and may, in reliance upon such assumption, proceed provisionally to credit such funds to the relevant MC Account. If such funds are subsequently not received, Client accepts all risks of non-payment and holds SVB harmless from the same; in addition, SVB may reverse any credit given or entry made with back-valued effect and Client agrees to cover any resulting debit balance immediately (including with any interest charged and any other costs incurred).

9. MC Account Deposits. SVB does not accept foreign banknotes, or foreign denominated Checks or drafts, for deposit directly to an MC Account. SVB may charge back any deposit or credit to any MC Account or other Account at any time if an electronic payment or an item is reversed or returned to SVB, whether the reversal or return was or was not proper, timely or otherwise in compliance with Applicable Law.

10. Withdrawals or Transfers from the Account. Client may access its MC Account and request a transfer of funds to Client or to others at another bank by providing SVB with an electronic Payment Order that complies with the terms and conditions of the

applicable Online Banking Channel. Client may not request currency delivery from SVB to Client as a means of accessing funds in its Account. Client may not otherwise access its MC Accounts by Check, draft or other item.

11. <u>Reversal of Entries</u>. SVB reserves the right to reverse any credit or debit to Client's MC Accounts if, in SVB's reasonable opinion, it is necessary or appropriate for SVB to do as a result of legal process, judicial order or otherwise by Applicable Law. SVB may also reverse credit that was given in advance of receipt of funds if such funds are subsequently not received, whether or not non-delivery is attributable to Client or SVB or third-party actions or omissions and with effect back-valued to the date on which the correct entry (or no entry) should have been made. SVB may use currency exchange rates, if conversion is needed, as in effect as of the initial Transaction, or as of the date of the reversal, or as of another time, and conversion fees may apply in any case where currency conversion is needed or used.

12. <u>Deductions</u>. Client agrees to pay any Fees, taxes or duties relating to foreign exchange or multi-currency Transactions (excluding those related to SVB's net income). SVB may deduct or withhold from payments to Client any amounts that SVB is required (or reasonably believes to be required) to deduct or withhold under Applicable Law or by any applicable taxation or other authority. Conversion fees may apply if currency conversion is needed or used. SVB may escheat property in accordance with relevant law.

13. <u>Right of Setoff or Other Chargeback</u>. As detailed in the MTSA and the BDADS, under certain circumstances SVB may use funds in Client's Accounts – including its MC Accounts – to pay debts and obligations that Client owes SVB. If SVB exercises these rights of setoff, chargeback or otherwise, SVB may convert funds if currency conversion is needed or used.

Schedule 5: Remote Capture Services

Client's use of Remote Capture Services may be enabled and accessed in the following three ways, depending on SVB's approvals: Mobile Deposit; Remote Deposit Capture; and Remote Lockbox. In each case, Client will electronically transmit its deposit to SVB through using an Online Banking Channel, and SVB will furnish Client with the status of the deposit transmission in a manner specified below. For Remote Deposit and Remote Lockbox Services, Client agrees not to use the Services from or to place Equipment in any location outside of the United States, except with SVB's prior written permission. For Mobile Deposit Service, SVB reserves the right to restrict deposit activity from certain jurisdictions.

If SVB receives Client's deposit file transmission, SVB will inspect for image quality, verify the Account number and settle the deposit. SVB will determine the appropriate clearing channel – printing of a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" as set forth in Regulation CC ("Substitute Checks") or image presentment using a digitized image of a Check without conversion to a Substitute Check ("Image Exchange Items") cleared and settled directly with the financial institution ordered in the Check to make payment (the "Payor Financial Institution"). Remote Capture Services include Client's access to scanned Checks received by SVB through the Services, together with the limited data provided with the scanned Check. Information made available to Client through the Services may not otherwise be available outside the Remote Capture Service application that is accessed through the Online Banking Channel.

1. Mobile Deposit. Mobile Deposit is a service that allows Client to use an eligible wireless access device to take photo images of paper Checks to create and transmit electronic deposits to its Account. Use of Mobile Deposit will require the download and installation of SVB's approved Mobile Banking Application on Client's eligible wireless access device. In addition to the terms of the MTSA, Client further agrees to comply with the terms of the SVB Online Banking Agreement applicable to Mobile Deposit and with all instructions relating to Mobile Deposit that are provided through the Mobile Banking Application or through the SVB Online Banking Channel from time to time. Depending on the approval of SVB, Mobile Deposit may be used in connection with either the Remote Deposit Capture Service or the Remote Lockbox Service, but not both. Mobile Deposit is for single Check deposits only and Remittance Materials will not be permitted to be processed through Mobile Deposit.

2. Remote Deposit Capture. Remote Deposit Capture is a service that enables Client to scan paper Checks to create and transmit electronic deposits to its Account. Client is required to use a scanning device and Software as specified by SVB in the Enrollment Forms or Additional Documentation. Remote Deposit Capture is for Check deposits only and Remittance Materials will not be permitted to be processed though Remote Deposit Capture.

3. "MICR line" means magnetic ink character recognition line on Checks that complies with Regulation CC requirements for Checks generally or (if applicable) for Substitute Checks or Electronic Checks and/or electronic returned Checks. MICR line data may include the routing number, account number, Check number, Check amount, and other information, that are (unless the Federal Reserve Board determines that different standards apply): (1) Printed near the bottom of a Check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing, X9.13 for an Original Check and American National Standard Specifications for an Image Replacement Document – IRD, X9.100-140 for a Substitute Check; or (2) for purposes of subpart C and subpart D of Regulation CC, contained in a record specified for MICR line data in an Electronic Check or electronic returned Check in accordance with American National Standard Specifications for Electronic Exchange of Check Image Data – Domestic, X9.100-187.

4. Remote Lockbox. Remote Lockbox is a service that allows Client to scan paper Checks and optional Remittance Materials to create and transmit electronic deposits to its Account. Client is required to use a scanning device and Software specified by SVB. Remote Lockbox allows Client to view images of Checks, and Remittance Materials, and to key remittance details to create related downloads and reports. Information is available at the time the deposit is completed. Remote Lockbox is separate from and will not interface or integrate with SVB's other lockbox services.

5. Hardware and Software.

    a. If SVB provides equipment for Client's use of the Remote Deposit Capture or Remote Lockbox Service (the "SVB Equipment"), Client is responsible for the maintenance of the SVB Equipment as set forth in applicable Enrollment Forms or Additional Documentation. If any SVB Equipment is lost, stolen, or damaged in such a manner that Client cannot comply with the capture, transmission, processing, and other applicable procedures and requirements of the MTSA, Client agrees to inform SVB and to then obtain and substitute new SVB Equipment before Client continues using the Services. If Client's use or maintenance resulted in damage to the SVB Equipment, Client agrees to reimburse SVB on demand for SVB's costs to repair or replace the SVB Equipment. Client is responsible for installing and implementing any changes and upgrades to the SVB Equipment or Software as required by SVB, and to do so within five (5) Business Days of notice to Client. Client will comply with all capture, transmission, processing, and other applicable procedures and requirements of the MTSA and Enrollment Forms or other Additional Documentation. Client is solely responsible for obtaining and maintaining an eligible wireless access device and any required connection services.

    b. SVB will not be responsible for Client's inability to scan or otherwise transmit any Checks to SVB by use of the Equipment and Services. "Equipment" means, collectively, the SVB Equipment and any equipment that is not supplied by or through

Bank ("Nonbank Equipment"), such as SVB-approved scanners or wireless access devices that are approved for Mobile Deposit. If a scanned image of a Check is not clear, or if Client otherwise fails to transmit an image that meets the requirements of the Remote Capture Service, Client agrees to deliver the Original Check to SVB for physical deposit and not to seek to resubmit the Check to SVB electronically via the Services or, if the Original Check is no longer suitable for processing through check collection systems, to obtain a replacement of the Original Check from the payor.

c. Each Check must be endorsed by Client before it is scanned or Client processes the item for remote or mobile deposit. Each Check must be endorsed "For Remote Deposit Only to Silicon Valley Bank."

6. <u>Eligible Checks</u>. Client agrees to only deposit business Checks (for example, corporate Checks) payable to Client in United States Dollars which contain a valid 9-digit United States Routing/Transit Number. Client will not attempt to scan and transmit to SVB: (a) any Checks that do not meet general banking standards for negotiable instruments; (b) Checks created remotely by a third party without actual signature; (c) Image Exchange Items or Substitute Checks; (d) a Check issued by a financial services company in any of various denominations signed by the purchaser at the time of purchase and again at the time it is negotiated such as in the purchasing of goods or services (i.e. Traveler's Checks); (e) Checks made payable to anyone other than Client as the Account owner; or (f) fraudulent items or items not authorized by the owner of the account on which the Check is drawn. Any previously truncated and reconverted Substituted Check must be physically deposited with SVB. Notwithstanding the foregoing, SVB may at its option redeposit any returned Substitute Check or Image Exchange Item consistent with the terms and conditions of the BDADS. Unless previously approved by SVB, Client will not attempt to scan and transmit to SVB any Check payable to an entity that is not an Acceptable Payee. SVB is authorized to reject or delay processing any Check or item that is payable to an entity that is not an Acceptable Payee, as determined by SVB in its sole discretion.

Any ineligible items which Client seeks to have deposited with SVB must be mailed, using a trackable method, to SVB at the following address: 3003 Tasman Dr. Attn: HF105, Santa Clara, CA 95054. Checks also may be deposited at an SVB branch.

7. <u>Regulation CC Warranties (Image Quality; Double Debit)</u>. Client will indemnify, defend, and save SVB and its affiliates, and their respective directors, officers, employees, and agents (collectively, "Indemnitees"), harmless from and against all Losses awarded against or incurred or suffered by Indemnitees arising directly or indirectly from or related to the following (except for Losses arising directly or indirectly from or related to SVB's own gross negligence or willful misconduct):

a. SVB warrants to a warrantee that (i) the electronic image of a Check accurately represents all of information on the front and back of the Original Check as of the time that the Original Check was truncated, and the electronic information includes an accurate record of all MICR line information required for a Substitute Check and the amount of the Check ("Image Quality Warranty"); and (ii) the warrantee will not receive a presentment of or otherwise be charged for an electronic Check, an electronic returned Check, the Original Check, a Substitute Check, or a paper or electronic representation of a Substitute Check, such that the warrantee will be asked to make payment based on a Check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, SVB makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, SVB makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Loss arising directly or indirectly from or related to a breach of any of these warranties, Client will indemnify the Indemnitee and not hold it responsible or liable.

b. Through SVB providing a Remote Deposit Capture Service to you, SVB is required to indemnify a depository bank that accepts the Original Check from which an electronic Check is created for Losses incurred by that depository bank if the Loss is due to the Check having already been paid. If any Indemnitee suffers any Losses arising directly or indirectly from or related to such depository bank indemnity obligation, Client will indemnify the Indemnitee and not hold it responsible or liable.

c. If SVB transfers or presents a digitized image of a Check processed through Remote Deposit Capture ("Electronic Check") or other type of electronically created item and receives settlement or other consideration for it, SVB is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper Check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or Check it has paid. If any Indemnitee suffers any Losses arising directly or indirectly from or related to such electronically created item indemnity obligation, Client will indemnify the Indemnitee and not hold it responsible or liable.

8. Image Quality; Fines or Return Checks; Altering Checks.

   a. In using the Services, Client agrees to submit images that accurately and legibly represent all the information on the front and back of the Original Check as of the time the Original Check was truncated. The information that must be accurately and legibly represented includes:

      i. The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line;

      ii. The payment instructions placed on the Check by, or as authorized by, the drawer, such as the amount of the Check, the payee, and the drawer's signature; and

      iii. Other information placed on the Check prior to truncation, such as any required identification information written on the front of the Check and any endorsements applied to the back of the Check, including the "For Remote Deposit Only to Silicon Valley Bank" restrictive endorsement.

   b. Client warrants that the scanned Check images meet the ANSI standards for image quality for Original Checks, Substitute Checks, electronic Checks or electronic returned Checks, or such other or higher standards as may be established by SVB or required by Regulation CC from time to time.

   c. Client agrees to pay to SVB the amount of: (i) any Check, item or entry that is returned to SVB for any reason or at any time, without regard to whether the reason or timing was or was not in accordance with Applicable Law; and (ii) any fines, levies, costs of sanctions or other penalties, associated with or arising out of any Check or item submitted in Client's name to SVB for processing via the Service, again without regard to whether any person complied with any such Applicable Law.

9. Transmission of Data. Client agrees that it will enter all amounts and any other required information correctly including but not limited to Check and batch amounts. Client will not alter any Check that it deposits through this Service. Client will use the Equipment and Services, including the entering, processing and transmittal of Checks, in accordance with the requirements of the MTSA.

   If using the Mobile Deposit Service, Client will provide, at its own expense, a supported mobile device with a data plan permitting an Internet connection and web access issued through a wireless carrier, and will, at Client's own expense, install the corresponding Mobile Banking Application for the particular supported mobile device. Client is solely responsible for any fees associated with its connection services. Client will further provide, or obtain from another party selected by Client at its expense, support and maintenance of the Internet connection and web access and all other requirements required to use the Services, including without limitation troubleshooting Internet or wireless connectivity issues with Client's mobile carrier, and SVB will not be responsible therefor.

10. Maintenance, Retention, and Destruction of Original Checks. Client is responsible for retaining the Original Checks scanned in a secure and fireproof location for at least thirty (30) days. At the end of this storage period, Client is responsible for destroying the Checks by either incinerating them or shredding them in a non-recoverable manner. SVB recommends destroying scanned items as soon as possible after this retention period to minimize risks and liability involved with safeguarding Client's customers' and other payors' information. Client must make every effort to ensure that the duplication of deposits does not occur. Client agrees to have the proper security programs and procedures in place to ensure that Checks do not get re-scanned for deposit and that system information is safeguarded. Client further agrees to make the appropriate security assignments to ensure that unauthorized employees do not have access to the Services. Client is responsible for all Checks lost or destroyed, whether prior to or after Client's deposit file transmission is received by SVB, including responsibility for all Checks while in transit to SVB.

11. Audit Rights. In addition to any other audit rights SVB may have under the MTSA, Client agrees that SVB has the authority upon reasonable prior notice to inspect, and to mandate specific internal controls at, the locations where Client uses the Remote Capture Services. In connection with SVB's entry on Client's premises for the purpose of inspecting Client's use of the Remote Capture Services, SVB shall not be liable or responsible to Client or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into Client's system, including any which allegedly delay, alter or corrupt Client's data, whether related to the transmission of deposit files or other data to SVB or whether caused by the Equipment, Software, SVB, Internet service providers, Internet browsers, or other parties providing communication services to or from SVB to Client.

12. Deposit and File Limits. Client agrees to abide by any deposit and file limits, as SVB may establish them from time to time, as relates to Client's use of these Services. SVB reserves the right to refuse any deposit to Client's Account, limit the amount of any deposit, or return all or part of a deposit to Client without prior notice. SVB reserves the right to return any Check that SVB receives for deposit to Client's Account if SVB decides not to handle that Check for any reason. If SVB makes this decision, SVB will send Client a notice of non-deposit according to the terms of the BDADS.

13. Deadlines and Missed Deadlines. Client agrees to create and submit deposits and deposit files before the Cutoff Time. Deposits made by the Cutoff Time are processed the same Business Day, but are subject to SVB's approval. Any deposit received by

SVB that is (a) near the Cutoff Time and requires its review, (b) at the Cutoff Time, (c) after the Cutoff Time, or (d) on a day that is not a Business Day, may be processed as if received on the next Business Day.

14. Returned Checks. Client understands and agrees that a Substitute Check or Image Exchange Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned and Client's Account charged for the amount of the Substitute Check or Image Exchange Item plus any applicable returned Check fees. SVB's right to charge the Account will apply without regard to whether the Substitute Check or Image Exchange Check is timely returned to SVB or whether there is any other claim or defense that the Substitute Check or Image Exchange Item has been improperly returned to SVB.

15. Check Warranties. Client makes to SVB any encoding, transfer, presentment or other warranties under Applicable Law as SVB is deemed to make under Applicable Law, including without limitation under the UCC, Regulation CC and rules of any image exchange network applicable to any Electronic Check.

16. Duplicate Presentment. Client will prevent duplicate presentment of a Check in any form, including as a digitized image as a paper negotiable instrument or otherwise. Client assumes responsibility for any such duplicate presentment of any Check whether or not caused by Client. Client represents and warrants with respect to each Check processed by SVB pursuant to this Service that no duplicate presentment of that Check will occur, in any form (including as a digitized image, as a paper negotiable instrument or otherwise).

17. Deposit of Checks/Receipt and Rejection of Files.

    a. SVB is not obligated to treat Client's deposit files as in-fact received unless SVB specifically acknowledges receipt of the files. Acknowledging receipt of the file does not mean that SVB acknowledges that the file is error free or that it is responsible for information contained in the file. In general, a Check will be deemed to have been received and accepted by SVB for deposit when all of the following have occurred: (a) SVB has preliminarily verified that the image quality of the Checks is acceptable to SVB in its discretion, all Check information is complete and the deposit totals are balanced to the Check information provided for the deposit; and (b) SVB has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, deposit files received by SVB for deposit may be rejected by SVB in SVB's sole discretion. SVB may accept for deposit to Client's Account all Checks received via the Services in Client's name, including Checks made payable or properly endorsed to Client as an individual payee or joint payee regardless of whether those Checks bear Client's endorsement. SVB is not responsible for files that it does not receive or for images that are dropped during the transmission. SVB is not liable for any alterations made to files after they are transmitted to SVB.

    b. In the event SVB fails to act or delays in acting due to a Force Majeure Event, Client acknowledges that it may instead deposit directly with SVB any Original Checks for processing and presentment; provided such Original Checks have not been previously imaged and processed via the Services.

    c. SVB shall be excused from failing to transmit or delay in transmitting a Check for presentment if such transmittal would result in SVB's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if SVB otherwise would be violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

    d. Once Checks are accepted for deposit by SVB, availability of credit from those deposited Checks will be subject to the SVB Funds Availability Policy, which may be amended without notice.

18. Assignment of Float and Availability of Funds. SVB agrees to assign float and availability of funds consistent with the terms of the BDADS; provided, however, that the availability of proceeds of Checks processed under the Remote Capture Services will be and remain subject to such availability schedules as SVB may determine which may be amended without notice.

19. Method of Presentment of Checks/Collection Items/Return Checks. For all Checks processed pursuant to the Remote Capture Service, either (a) digitized images will be converted to Substitute Checks and presented for payment to a Payor Financial Institution, or (b) Image Exchange Items will be presented for payment through image exchange networks. SVB may in its sole discretion determine the manner of processing.

20. Collection and Return of Substitute Checks. For all Checks processed as Substitute Checks, SVB will act as the reconverting bank, convert digitized images to Substitute Checks and present the Substitute Checks to any Federal Reserve Bank or established financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Image Exchange Items or Substitute Checks for payment. All such processing and presentment shall be done in accordance with time frames and deadlines agreed to by the parties in the Enrollment Forms or Additional Documentation or as otherwise specifically agreed by SVB. Unless otherwise agreed by Client and SVB, SVB will process any returned Checks as described in Regulation CC Section 229.31. If Client desires special return processing, Client will provide information as required by SVB to describe such special processing, which shall remain subject to approval by SVB in its sole discretion. Availability of proceeds of Checks processed under the Remote Capture Service will be subject to the SVB Funds Availability Policy, which may be amended without notice.

21. <u>Collection and Return of Image Exchange Items</u>. Client acknowledges that Image Exchange Items may be presented to a Payor Financial Institution instead of Substitute Checks. Similarly, Image Exchange Items may be returned to SVB, in which event SVB will return such Image Exchange Items electronically to Client, if Client agrees to accept Image Exchange Items. If Client does not agree to accept Image Exchange Items, then SVB will create Substitute Checks from any such Image Exchange Items and return such Substitute Checks to Client, in accordance with SVB's normal return procedures. In the event SVB returns Image Exchange Items to Client pursuant to this paragraph, the rights and obligations of Client and SVB under the MTSA will be the same as if Substitute Checks had been returned to Client.

22. <u>Nonbank Equipment (other than wireless access device for Mobile Deposit)</u>.

    a. In the event Client requested the ability to use Nonbank Equipment as an accommodation to Client's needs and desires, SVB may but is not required to allow its use. Client acknowledges that SVB has offered and continues to offer Client access to the Services via the use of the SVB Equipment, in conformance to and under the terms of (including the limitations on liability contained in) the MTSA.

    b. Client understands and agrees that the use of Nonbank Equipment is a modification of the Services that affects the Services in several ways that are not or may not be beneficial to Client. For example, SVB uses Security Procedures to confirm the authenticity of electronic communications received in Client's name. Use of the Nonbank Equipment may decrease SVB's ability to distinguish between authentic and unauthorized transmissions. This may increase the risk of Loss to Client from unauthorized transactions on an Account. Client agrees that Client remains responsible for unauthorized transactions that result through the introduction of the Nonbank Equipment, such as where SVB confirms the identity of a person using this Service consistent with the Security Procedures.

    c. SVB will not be responsible for and will not be obligated to provide any installation, training, maintenance or other support in connection with the Nonbank Equipment. Client will not use Nonbank Equipment that is incompatible with its use of or our operation of this Service. Client will provide advance notice to SVB of any modifications or changes (including new equipment or materials, or upgrades or new releases of software or firmware) to the Nonbank Equipment; Client will do so in sufficient time to allow SVB to test and revalidate the Nonbank Equipment as modified or changed and in any case no less than 30 days in advance of go-live of the upgrade or change.

    d. In addition to the other exclusions from and limitations on liability granted to SVB under the MTSA or otherwise, Client agrees that SVB will not be responsible or liable to Client for any Loss if the Loss could have been prevented or reduced had Client used SVB Equipment instead of the Nonbank Equipment.

    e. Client will engage in such testing as SVB may request for Nonbank Equipment. Client may not use Nonbank Equipment in connection with the Services until after Client has received approval notice from SVB, and then only in accordance with: (i) the Nonbank Equipment as they exist and function at the time of the testing (or, if modified or changed, after retesting and revalidation, as set forth above), and (ii) such restrictions or other conditions as SVB may specify at the time of approval of the testing results or at a later time. Client acknowledges and agrees that the testing processes used by SVB are designed for the protection of the Services and SVB against Loss, and may not be effective at determining whether the Nonbank Equipment will prevent Loss to Client as well as the SVB Equipment would. SVB makes no representations or warranties regarding the Nonbank Equipment and does not take any responsibility for the performance of such Nonbank Equipment.

    f. Documentation provided by SVB to Client that applies to SVB Equipment or this Service shall, to the extent that the documentation is inapplicable, not apply to the Nonbank Equipment.

Schedule 6: Transact Gateway Services

SUBPART A – TRANSACT GATEWAY SERVICES

Transact Gateway Services is an electronic banking and communication channel that allows Client to use various payment and information services made available by SVB. Services may include the origination of payments to third parties at Client's request, exchanging electronic payables files, receivables files, or other information in agreed-upon formats, and other functionality as SVB may choose to offer (the "TAG Services"). SVB Transact Gateway ("TAG" or the "Gateway") is an electronic banking and communication channel that Client may use to access TAG Services.

1.   Processing Payment Instructions

When Client transmits an Instruction to SVB through the Gateway, Client authorizes SVB to process the requested payment and charge Client's designated Account for the amount indicated, plus any related Fees. Payments may be made by Virtual Card Number, ACH payment, wire transfer, Check, or other TAG Services SVB may offer from time to time. SVB may but is not obligated to charge a payment to any of Client's Accounts if Client's designated Account lacks sufficient funds (or available credit, if the designated Account is Client's credit card). SVB does not warrant or guaranty the fulfillment of any payment request.

Client agrees to transmit electronic payment files to the Gateway via a secure protocol as established by the parties from time to time. SVB may acknowledge receipt of the file by email and Client must authorize the Transactions before delivering them to SVB for processing. Client agrees to provide proper supervision and adequate safeguards for any authorized persons using this Service. Client may review pending Payment Orders prior to their submission to ensure that they are complete, accurate, and properly authorized. SVB will not allow Client to exceed the Transaction limits SVB or Client establishes for Client's Account, any User, or any Service. To the extent allowed by Applicable Law, Client authorizes the transfer of any information relating to Client to and between SVB and any SVB affiliate, wherever situated, for confidential use in connection with the provision of the Gateway and TAG Services to Client. SVB or any SVB affiliate may further transfer such information as required by any Applicable Law, court, regulator or legal process.

This Schedule and the MTSA governs Client's use of the Gateway and the TAG Services in the United States and Client's use of the Gateway and the Services outside of the U.S. shall be governed under a separate agreement. Each payment may additionally be subject to the Operating Rules. In addition, use of each TAG Service will be covered by the applicable MTSA Schedule or such other MTSA documentation as is required for such use (including, in some cases, a separate agreement or addenda between SVB and Client governing a specific bank product). These must be in place as a precondition to use of a related TAG Service, such as a credit card agreement, the BDADS, ACH Schedule, or other agreements entered into between the parties (each a "Product Agreement"). The use of virtual credit cards through the Gateway is subject to Subpart C of this Schedule and may be subject to a separate credit card agreement with SVB. This MTSA and Transact Gateway Schedule and any supplemental related Agreements are collectively referred to as the "Gateway Agreements."

To the extent that there is any conflict between the terms of any of the Gateway Agreements, or between any Gateway Agreement and the Operating Rules: (i) the Operating Rules shall govern over any Gateway Agreement, but only as to the specific payment to which the Operating Rules apply; and (ii) the Product Agreement shall govern over this Schedule, but only as to the specific Service covered by the Product Agreement.

Product Agreements may only be terminated on the terms provided in the MTSA or as otherwise provided therein.

2.   User Credentials

SVB will assist Client in establishing Credentials to identify and authenticate one or more Users that Client has identified as authorized to use the Gateway on Client's behalf. Client shall identify one or more Users of the Gateway on Client's behalf and only Users may access or use the Gateway. Once Credentials have been assigned and validated by SVB or its Provider, the use and confidentiality of all information submitted using the Gateway shall be Client's sole responsibility. Neither SVB, nor the Provider, assumes responsibility to discover breaches of Client's security, or selection of technologies Client uses to protect its infrastructure or information.

Client shall hold and shall ensure that each User holds the Credentials in strict confidence. Client is solely responsible for maintaining the privacy and security of the Credentials and for all activity associated with Credentials provided to the Client or its Users. SVB may act on the Instructions of any person who accesses the Gateway, or orders a payment or other Service to be carried out, using the Credentials of a User. Client will be bound by such Instructions even if the person giving the Instructions was an imposter or was otherwise not authorized when authenticated using Security Procedures or Credentials issued to or associated with Client.

Client shall not attempt in any way to disable, deactivate, or render ineffective the authentication procedures of the Gateway. Client agrees immediately to report loss, theft, or other compromise of any Credentials to SVB or, at SVB's option, its Provider. SVB may suspend any Users' access to the Gateway if SVB or its Provider reasonably believes the Gateway is being used or accessed in an unauthorized, illegal, or disruptive manner.

3. Security Procedures and Account Monitoring

In addition to the Credentials, SVB may provide certain Security Procedures as part of the Gateway. The Security Procedures are intended (i) to verify the authenticity of communications between Client and SVB; and (ii) to help secure and protect Client's Accounts and data from misuse, fraud, and theft.

4. Use Restrictions

SVB or its Providers may provide Client with instructions, documentation, or other information for using the Gateway (collectively, "Documentation"). Client and its Users may use the Gateway, TAG Services, Credentials, and Documentation: (i) only for Client's benefit and internal business purposes; (ii) only as authorized under the Gateway Agreements; and (iii) only in accordance with the Documentation. Client will not process or facilitate Transactions for or on behalf of any third party, or otherwise allow any third party to use the Gateway, without prior consent from SVB.

5. Transaction Acknowledgements

Provisional Gateway Acknowledgements. Any status, transaction, and other analysis, or statement provided to Client through the Gateway are provisional and subject to change or correction by SVB. If Client notes any errors prior to receiving a final version, Client agrees to immediately notify SVB. *Unless Client notifies SVB promptly, SVB will assume that the Transaction is authorized.* Information provided through the Gateway may remain available through the Gateway for some limited period but SVB does not warrant that such availability will meet Client's data retention, business continuity, or other needs.

6. Information Reporting

For any Information Reporting files, SVB shall generate and send such files to Client periodically or as specifically agreed. Client agrees to immediately notify SVB of any inaccuracies. Failure to notify SVB of any inaccuracies promptly shall preclude future claim or dispute, and SVB is not required to accept any reports of inaccuracies not made timely.

7. Use of Information

Client grants SVB and its Providers the ability to modify, copy, use, or otherwise include the Client's data and information in the Gateway, TAG Services, and Documentation. Client authorizes SVB to enrich such data and information, in SVB's sole discretion, for the purpose of fulfilling its obligations under the TAG agreement. SVB makes no representations or warranties in connection with these enrichments.

SUBPART B: CHECK PRINT SERVICES

If Client signs up for Transact Gateway Check Print services (the "Check Print Services"), the terms and conditions of this Subpart B shall apply. To the extent there are any conflicts between the terms of this Subpart and the rest of this Schedule, the terms of this Subpart shall hold as it relates to Check Print Services specifically. As a part of the Check Print Services, Client agrees to use direct transmission through the TAG channel to provide SVB with a file of electronic instructions which authorizes SVB or its Providers to issue checks on Client's behalf which are drawn on Client's demand deposit account with SVB (the "Account"). The Check Print Services are offered in connection with Client's Account and can be used in conjunction with SVB's Fraud Control Services (subject to availability) and is subject to the terms and conditions outlined in the MTSA, this Subpart, and the Deposit Agreement and Disclosure Statement applicable to Client's Account and, if applicable, to the Fraud Control Services.

By signing up for Check Print Services, Client represents and warrants that it shall maintain bank account(s) at SVB with funds in US dollars sufficient to cover all items Client directs to be processed in connection with the Check Print Services.

1. Description--Check Print Services

SVB may require a form or other record specifying the Check Print Services that Client may use (an "Enrollment Form"). The Enrollment Form entered into by Client sets forth Client's enrollment into Check Print Services and may include specific information, terms and conditions applicable to Client's use of Check Print Services. Client authorizes SVB to accept the Enrollment Form from any authorized signer on the Account, as evidenced via related documentation, such as a Bank Depositor Agreement, with SVB or from others reasonably believed by SVB to represent Client. Client's Enrollment Form is incorporated into the MTSA and this Subpart B.

Deadline for Receipt of Check Print Data. Client shall send SVB a file that contains the issue date, name and address of each payee, the amount of the check, serial number of the check and all other data Client is required or requested to provide to SVB as part of an instruction to process and issue a check (the "Check Print Data"). Client agrees to provide the Check Print Data to SVB in a form and content acceptable to SVB.

Check Print Data received by SVB before 8:00 p.m. Pacific Time on a Business Day (the "Cutoff Time") will result in checks being issued the next Business Day. Check Print Data received by SVB after 8:00 p.m. Pacific Time on a Business Day, or on a non-Business Day, may be treated by SVB as having been received on the next Business Day. Neither SVB nor any Provider shall be responsible to review, diligence or otherwise determine the correctness of the Check Print Data or the information contained in a

Check Print file. SVB shall not be responsible for determining that there are sufficient funds in the Account to pay any or all checks requested by Client for SVB to issue when Client presents a Check Print file.

Unless otherwise noted in Client's setup instructions, SVB will print the checks no later than the Business Day after receiving Client's instructions. Client authorizes SVB to make minor modifications to the mailing address to, in SVB's opinion, provide for prompt and correct transmittal.

Client appoints SVB as Client's agent to issue checks for Client or draw and sign checks, using the digital signatures of Client's Authorized Signer(s). Client authorizes SVB to delegate this power to a Provider or another entity designated from time to time to provide Check Print Services. SVB will not store Client's Check Print Data for later use by Client. Check Print Data received will be processed and printed on a next Business Day basis, subject to Cutoff Times.

Remittance-Only Information. Client may request the creation of 'remittance only information', meaning that Client is not requesting that a negotiable item to be issued. SVB will follow Client's setup instructions and use reasonable efforts to seek to not have negotiable items print. However, if an item is issued in negotiable form notwithstanding Client's instruction to cause it to be created as remittance only information, SVB is not liable for same and Client agrees that SVB will have met its standard of care notwithstanding that Client's instructions were not followed.

Check Cancellation Requests. If Client wants to cancel a check and remove it from the submitted Check Print Data provided to SVB, SVB must receive Client's request by 8:30 a.m. Pacific Time the next Business Day after the Check Print Data is received. SVB will attempt to assist Client, but is not liable for failure to do so. If SVB is able to pull the requested check, it will be destroyed or sent to Client based on Client's election. If Client is using Fraud Control Services, for checks that are destroyed, SVB will update SVB's Fraud Control Services' system to void the issuance of that check.

Additional Conditions and Duties. If Check Print Data is submitted by Client past the appropriate Cutoff Time or is incomplete or incorrect, SVB may attempt to print and mail checks on the next Business Day, but are not liable to Client if it fails to do so. Client agrees to hold SVB harmless for reasonable efforts by it to supplement, complete or correct missing information. If SVB in good faith believe that a check(s) has not been properly authorized or that Client's Account does not or will not have sufficient immediately available funds to cover the check(s) Client requested, SVB reserves the right to not print the check(s).

SVB may, at Client's instruction, create and receive checks payable to SVB or that may otherwise benefit SVB. SVB is not Client's fiduciary or otherwise responsible to Client, except as set forth in this Addendum. SVB is not responsible for monitoring Client's use of the Check Print Services.

Client, and not SVB, has the duties of a drawer under the California Commercial Code for all Check Print Services items. In addition to any other obligation, Client may have to examine and report certain items to SVB (e.g. under the applicable Deposit Agreement and Disclosure Statement pertaining to Client's Account), Client must examine all reports made available to Client as part of the Check Print Services and notify SVB of all discrepancies within five Business Days of the delivery of such reports to Client. A discrepancy includes any difference between Client's instructions to SVB and the checks as issued. If Client notifies SVB after five Business Days, Client waives any right to bring a claim based on the discrepancy and is precluded from asserting it against SVB.

Client agrees to create and transmit to SVB the Check Print Data for each check Client wants SVB to issue on Client's behalf. Client further agrees to make certain that each Check Print Data transmitted to SVB conforms to SVB's requirements, including Cutoff Times.

Client is responsible for data security and for any loss, harm or damage caused by unauthorized access to or use of the data provided to SVB in the Check Print Services. Client agrees to implement and maintain physical, procedural, and technical safeguards reasonably designed to: ensure the security and confidentiality of Client's data; protect against any anticipated threats or hazards to the security or integrity of such data; and to protect against unauthorized access to or use of Client's data. SVB is not responsible for any use by Client of images or data as part of a financial recordkeeping, or otherwise.
SVB does not provide copies of mailed checks returned to Client. Client may print or save images from the TAG portal. Check images will be available on the Business Day the checks are printed.

2. <u>Vendor Payment Services: Conversion of Checks to Electronic Payments and Vendor Campaigns</u>

Depending on Client's selection at enrollment in Check Print Services and whether Client is an ACH originator with SVB and/or a Multi Card client with SVB, Client may elect to have SVB assist Client with messaging Client's payees to convert to accept an electronic payment such as a Virtual Credit Card Payment (as referred to in Subpart C below) or ACH transaction, instead of receiving a check from Client. If elected, SVB or its Provider will contact Client's payees via the method Client determines. Some methods may cause Client to incur additional fees such as printing and postage. Client will need to assign each payee a unique payee identifier code and provide it in Client's Check Print Data files Client sends to SVB. SVB will generate a registration code unique to each payee (e.g. the Client's vendors) and message the payees to logon to the Provider's online portal (the "Vendor Portal") and register to receive an electronic payment instead of a check. Client understands and agrees that the Vendor Portal is managed and operated exclusively by the Provider and SVB is not responsible for any incorrect, missing or untimely information on the portal, claims by Client's payees or for any other matters associated with the operation of the Vendor Portal. The use of the Vendor Portal by the Client's payees is entirely voluntary and at their discretion, and is not a requirement by SVB under this Schedule.

Once a payee has registered at the Vendor Portal and the Provider has verified their account information, the next time Client sends Client's Check Print Data to SVB, SVB will automatically send the payment via the payee's elected method, using the information SVB has on file for the payee, instead of printing and mailing a check. Payees will have access to view online remittances via the Vendor Portal for each payment received by the payee. Alternatively, Client can elect to receive a file from SVB, containing details of the payees that have registered at the Vendor Portal and which payment mechanism they elected to use and their bank account details for Client to use in updating Client's accounts payable system for the payee. If Client elects, the next time Client makes a payment, Client will send the transaction directly as an ACH or credit card payment.

3. Integration with Fraud Control Services

Check Issue File Generation. If the Account(s) Client is using for Check Print Services is also setup for Fraud Control Services, SVB will automatically generate and provide a list of checks Client has issued ("Check Issue File") based on Client's Check Print Data to its Fraud Control Services system for comparison to checks clearing Client's Account. The Check Issue File, created by the Provider, is sent to Fraud Control Services system within one business day of SVB's receipt of the Check Print File.

Check Issue File Transformation. If Client is not using the Check Print Services, but is utilizing Fraud Control Services, and cannot provide the required issue date, serial number, dollar amount, and account number of an item (the "Check Issue Data") in the Check Issue File format needed for Standard Check Positive Pay with optional Payee Validation Service, Client may elect to use the Gateway for file transformation services only. In this circumstance SVB will not print checks on Client's behalf; instead SVB will take the list of checks Client has already issued via other means outside of Check Print Services and convert said file into the format required for our Fraud Control Services system for comparison to checks clearing Client's Account. The Check Issue File will be converted and provided to the Fraud Control Services system within one business day of SVB receiving Client's Check Issue Data.

SUBPART C: VIRTUAL CREDIT CARD PAYMENTS

If Client signs up for Virtual Credit Card Payment services ("VCCP"), the terms and conditions of this Subpart C shall apply. To the extent there are any conflicts between the terms of this Subpart and the rest of this Schedule, the terms of this Subpart shall hold as it relates to VCCP specifically. Any capitalized terms used in this Subpart shall have the same meanings as in the rest of this Schedule unless expressly defined otherwise.

1. Virtual Cards

This Subpart allows Client to use TAG to make payments to third-party payees ("Payees") by use of virtual credit cards ("Virtual Card"). A Virtual Card is a unique MasterCard charge card number issued on and under Client's Multi Card MasterCard account ("Multi Card Account") with SVB. No physical or plastic cards are issued with a Virtual Card. Virtual Cards are issued for one-time use for a specified dollar amount with a limited expiration period, as requested by Client through TAG.

As a precondition to any Virtual Card, (i) Client must have entered into a Multi Card MasterCard Charge Card Master Agreement ("Multi Card Master Agreement") and/or a Multi Card MasterCard Charge Card Agreement ("Cardholder Agreement") with SVB, and (ii) Client's Multi Card Account and all Cards (virtual or otherwise) issued under the Account must be in good standing.

2. Virtual Card Issuance Process and Security Procedures

SVB will cause Virtual Cards to be issued and electronically transmitted to Payees, in accordance with Client's instructions as communicated to SVB through TAG, provided the proper Credentials have been used and all applicable Security Procedures adhered to, and further provided all terms and conditions of any TAG Agreements have been met (a "Valid Instruction"). Client must have sufficient available credit under the Multi Card Account to cover all requested Virtual Cards at the time of the request.

SVB will generally issue Virtual Cards within three business hours of receipt of a Valid Instruction, but are not liable for any systems delays. Client shall allow sufficient time when requesting the issuance of Virtual Cards to allow for such delays. In no event shall SVB be responsible for any late fees, or other consequences or damages caused by untimely receipt of payment by the Payee.

Without limiting Client's obligations to select, independently validate and use all required Security Procedures, Client must separately enter a Control Total each time it requests Virtual Cards before the Cards may be issued. A Control Total is a figure equaling the total dollar amount of the Virtual Cards requested to be issued by any pay-file Client uploads to TAG.

3. Cards Binding on Client Once Issued; Card Requests are not "Payment Orders"

In addition to any other provisions of TAG Agreements, Client acknowledges that any Virtual Card, once issued based on instructions received by SVB by a user using Client's Credentials through TAG, shall be a binding obligation of Client even if the instructions are unauthorized. All amounts issued on Virtual Cards will be posted upon issuance as advances to Client's Multi Card Account and shall be subject to all terms and conditions of the Multi Card Master Agreement and Cardholder Agreement.

There is no right to stop payment on a Virtual Card once issued. If Client wishes to make a payment with stop-payment rights, it will use a different form of payment, such as issuance of a check.

Without limiting any other provisions of the MTSA, no request for or issuance of a Virtual Card shall be construed as a payment order as defined by relevant California and federal law, including Division 11 of the California Commercial Code

4. Limitation of Liability

Client shall have sole responsibility to ascertain whether an intended Payee has actually accessed and used the Virtual Card. In addition to any limitations on SVB liability under the MTSA or any other agreements between Client and SVB, SVB shall have no liability if an intended Payee of a Virtual Card is unable to access the Virtual Card or intended payment. If this occurs, Client (i) shall continue to owe the intended amount to the Payee, and (ii) agrees to make other arrangements, through TAG or otherwise, to timely honor its payment obligation to the Payee.

Client's maintains its obligations to notify SVB of any Discrepancy between Client's records and the information SVB provides to Client, or of any Unauthorized Use of TAG or Client's Multi Card Account.