

THE SAVINGS BANK

Mobile Banking and Deposit Terms and Conditions

This Mobile Banking and Deposit Terms and Conditions (“**Agreement**”) applies to the mobile banking services provided by The Savings Bank (“**Bank**”) to Company (the “**Mobile Banking Service**”) and the mobile remote deposit services provided by Bank to Company (the “**Mobile Deposit Service**”; together with the Mobile Banking Service, the “**Services**”). Prior to accepting the terms and conditions of this Agreement, Company accepted the terms and conditions in Bank’s “Business Online Banking Terms and Conditions” (the “**Business Online Banking Terms and Conditions**”). To the extent the Business Online Banking Terms and Conditions affect or are related to the Services provided hereunder and are not inconsistent with the provisions of this Agreement, such provisions are incorporated herein by this reference. If Company enters into a certain “Cash Management Agreement” with Bank (the “**Cash Management Agreement**”), this Agreement supplements and is subject to the terms and conditions of such Cash Management Agreement, except as provided in the “Interpretation” subsection below.

I. Mobile Banking Service

General Terms and Conditions (Mobile Banking Service). By using the Mobile Banking Service, Company agrees to all of the terms and conditions in this Agreement (as amended from time to time), in addition to any terms and conditions to which Company has previously agreed with respect to the underlying electronic banking and billpay services of which the Mobile Banking Service may be a part.

Bank’s participating carriers for facilitating the Mobile Banking Service include, but are not limited to, AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless. The Mobile Banking Service may not be available at any time for any reason outside of the reasonable control of Bank or any of Bank’s or Company’s service providers.

By enrolling in the Mobile Banking Service, Company will have mobile access to its account information (e.g., for checking balances and last transactions) as well as the option to set up alerts for its accounts (e.g., low balance alerts). Enrollment requires identification of the user’s banking credentials as well as a token and/or challenge question. Company represents and warrants to Bank that the mobile phone number is a valid and active telephone number. It is the sole responsibility of Company to promptly notify Bank of any change in the mobile banking device or its telephone number. Company may select the type of alerts and other preferences which will determine, together with its account data, the frequency of alerts delivered to Company. Company may opt out of the Mobile Banking Service at any time.

If Company has questions regarding the Mobile Banking Service, Company may contact Bank by phone at (800) 246-2009 or by email at cmadmin@tsbawake24.com. **Standard messaging charges and message & data rates apply in connection with Company’s use of the Mobile Banking Service.**

Privacy and User Information. Company acknowledges that in connection with Company’s use of the Mobile Banking Service, Bank and its affiliates and service providers, including, without limitation, Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by Company or from other sources in connection with the Mobile Banking (collectively, “**User Information**”). Bank and its affiliates and service providers will maintain reasonable safeguards to protect the User Information from unauthorized disclosure or use, but reserve the right to use and disclose the User Information as reasonably necessary to deliver the Mobile Banking Service and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by Company. Bank and its affiliates and service providers also reserve the right to monitor the use of the Mobile Banking Service for purposes of verifying compliance with applicable law, this Agreement and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. Company agrees to not use the Mobile Banking Service in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, Company agrees that Company will not use the Mobile Banking Service to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Company does not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank or any third-party service provider

involved in the provision of the Mobile Banking Service; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank or any of its affiliates or service providers involved in providing the Mobile Banking Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv, Inc. and its affiliates, or any other third party.

Company agrees that Company will not attempt to: (a) access the Mobile Banking Services for which Company's use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of the Mobile Banking Service, the security of the Mobile Banking Service, or other customers of the Mobile Banking Service; or (d) otherwise abuse the Mobile Banking Service.

Additional Considerations. The Mobile Banking Service is provided for Company's convenience and does not replace Company's monthly account statement(s), which are the official record of Company's account(s). The information provided by the Mobile Banking Service is for informational purposes only. Company understands and agrees that the Mobile Banking Service may not be encrypted and may include personal or confidential information about Company such as Company's account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Banking Service may be delayed or impacted by factor(s) pertaining to Company's Internet service provider(s), phone carriers, other parties, or because of other reasons outside of Bank's control. Bank will not be liable for any losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Banking Service. Company acknowledges that the Services may be limited and not all of the products, services or functionality described on the online banking site(s) or in the Cash Management Agreement (if applicable) are available when Company uses a mobile device. Company acknowledges and agrees that Company may not be eligible to use all the products, services or functionality described when Company accesses or tries to access them using a mobile device. Bank reserves the right to determine Company's eligibility for any of Bank's products, services, or functionality at any time.

Information available via the Mobile Banking Service, including, without limitation, balance, transfer and payment information, may differ from the information that is available directly through Bank's online banking platform without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via the Mobile Banking Service, may be described using different terminology, or may be more current than the information available via the Mobile Banking Service, including, but not limited to, account balance information. The method of entering instructions via the Mobile Banking Service may also differ from the method of entering instructions directly through Bank's online banking platform without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Banking Service. Bank is not responsible for such differences including, but not limited to, delays, whether or not attributable to Company's use of the Mobile Banking Service.

Company agrees that neither Bank nor any of its affiliates or service providers will be liable for any errors in the content of information obtained or transmitted through the Mobile Banking Service, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by Company). Company is responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by Company's communications service provider. Bank is not responsible for any damages resulting from Company's failure to comply with any terms and conditions provided by Company's communication service provider or any app store. Any losses or charges incurred through the loss of a mobile device or the safeguarding (or failure to adequately safeguard) passwords will remain Company's sole responsibility.

II. Mobile Deposit Service

General Terms and Conditions (Mobile Deposit Service). This Agreement as it relates to the Mobile Deposit Service supplements the terms of other agreements Company has entered into with Bank, including, without limitation, the **Business Deposit Account Agreement** and their related fee schedules and disclosures that govern the terms, conditions and fees of Company's deposit account(s) with Bank, each as may be amended from time to time (collectively, the "**Account Agreements**"). In the event of a conflict between the terms of this Agreement and any of Company's Account Agreements – with regard to the Mobile Deposit

Service only – the provisions in this Agreement shall prevail. The provisions in the Account Agreements shall prevail in all other circumstances.

Mobile Deposit Service. The Mobile Deposit Service is designed to allow Company to make deposits to checking account(s) that Company designates during the enrollment process (each, a “**Deposit Authorized Account**”) from home or other remote locations by taking a picture (scan) of the check by an authorized mobile device and delivering the check image and associated deposit information to Bank. By using the Mobile Deposit Service, Company authorizes Bank to convert checks to images or create substitute checks for the purpose of clearing the check. Bank reserves the right to change the Mobile Deposit Service at any time and in any manner, in its sole discretion. Company’s continued use of the Mobile Deposit Service will indicate Company’s acceptance of any such changes.

Availability of the Mobile Deposit Service. When using the Mobile Deposit Service, Company may experience technical or other difficulties. Bank is not responsible for any technical or other difficulties or any resulting damages that Company may incur from time to time. The Mobile Deposit Service may have qualification requirements that will be disclosed to Company on Bank’s website. Bank reserves the right to change the qualifications at any time without prior notice. Bank reserves the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or Company’s use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to Company.

Eligible Checks. Company agrees to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“**Reg CC**”). Company agrees that the image of any check transmitted to Bank shall be deemed an “item” within the meaning of the applicable Uniform Commercial Code. Company agrees that Company will not use the Mobile Deposit Service to scan and deposit any checks as shown below:

- a) Checks payable to any person other than Company;
- b) Checks made payable to a business may only be deposited into the business account;
- c) Travelers checks;
- d) Checks containing any alteration to any of the fields on the front of the check or item, or which Company knows or suspects, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- e) Checks previously converted to a “substitute check,” as defined in Reg CC;
- f) Checks drawn on a financial institution located outside the United States;
- g) Checks that are “remotely created checks,” as defined in Reg CC;
- h) Checks not payable in United States Dollars;
- i) Checks dated more than six months prior to the date of deposit;
- j) Checks prohibited by Bank’s current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of Company’s Account Agreements;
- k) Checks with different numerical and written amounts;
- l) Checks that have been previously returned unpaid by the financial institution on which they are drawn;
- m) Checks that are payable to cash;
- n) Checks with endorsement restrictions except as set forth in the “Endorsements and Procedures” subsection in this Agreement, below; or
- o) Checks beyond any stated use date.

Image Quality. The image of a check transmitted to Bank using the Mobile Deposit Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- a) The amount of the check;
- b) The identity of the payee;
- c) The drawer’s signature;
- d) The date of the check;
- e) The check number; and
- f) Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field.

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any other regulatory agency, clearing house or association. Bank is not required to process any check image that is prohibited from being presented, that does not contain the information required, that is not legible, or that is prohibited under this Agreement, any of Company’s Account Agreements, or applicable law. Company agrees that Bank shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item or from any

inaccurate information Company supplies with regard to the check or item.

Endorsements and Procedures. Company agrees to restrictively endorse any check transmitted through the Mobile Deposit Service as “For THE BANK Mobile Deposit Only” along with Company’s signature(s) or as otherwise instructed by Bank. When depositing a check made payable to a business, Company agrees to restrictively endorse any check transmitted through the Mobile Deposit Service as “For THE BANK Mobile Deposit Only” along with said business name, which check may only be deposited into the business account the check is made payable to. Company agrees to follow any and all other procedures and instructions for use of the Mobile Deposit Service as Bank may establish from time to time. Improper endorsement may result in rejected deposit.

Receipt of Check Images for Deposit. Bank reserves the right to reject any check image transmitted through the Mobile Deposit Service, in its discretion, without liability to Company. Bank is not responsible for check images Bank does not receive or for images that are dropped or become corrupted or illegible during transmission. All check images processed for deposit through the Mobile Deposit Service are subject to Bank’s verification and final inspection by Bank. Deposits received by 6:00PM EST (the “**Cut-Off Time**”) on a Business Day (as defined below) will be reviewed for acceptance on that Business Day. If Company transmits a check image to Bank after the Cut-Off Time on any Business Day, Bank shall review and process Company’s check image on the next Business Day. Bank will use commercially reasonable efforts to review and process Company’s check image. Company’s receipt of confirmation does not mean that the transmission was error-free or complete, or that Company’s Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the applicable Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

For purposes of this Agreement, a “**Business Day**” is every calendar day except Saturdays, Sundays, and all federal holidays.

Deposit Limitations. The current daily maximum amount that can be deposited through the Mobile Deposit Service on any Business Day is **\$25,000**, unless specified otherwise in the Cash Management Agreement (if applicable). Bank, however, reserves the right to impose limits on the amount(s) and/or number of transactions made by Company using the Mobile Deposit Service and to modify such limits from time to time. Funds deposited using the Mobile Deposit Service after the Cut-Off Time or on a non-Business Day (or both) will apply to the daily maximum amount for the next Business Day.

Availability of Funds. Funds deposited using the Mobile Deposit Service and received before the Cut-Off Time will generally have next Business Day availability.

Retention of Original Check; Dishonored Items. When the check image Company submitted to Bank for deposit has been credited to Company’s Deposit Authorized Account, Company must retain the physical check securely for a period of **45** days following the day the check was credited to Company’s Deposit Authorized Account. Company must store the check securely, using precautions at least as secure as Company would use to protect blank checks. Company must immediately make the original paper check available to Bank at Bank’s request, at any time. If Company fails to produce the original check within 10 days of Bank’s request during the foregoing **45 day** period, Company authorizes Bank to deduct the amount in question from Company’s Deposit Authorized Account, regardless of whether such deduction may result in a negative balance on Company’s account, and to pay any such associated fees. Upon the expiration of the **45 days**, Company must securely destroy the original paper check by cross shredding or using another commercially reasonable means of destruction.

Company hereby authorizes Bank to place an extended hold on funds in any of Company’s accounts maintained with Bank as part of Bank’s collection process if Bank has reasonable cause to doubt the validity or collectability of a check image. Company agrees that dishonored check images are the sole responsibility of Company and that Bank may charge a fee for all such dishonored items.

Presentment. The manner in which the checks and other transactions are cleared, presented for payment, and collected shall be, in Bank’s sole discretion, subject to the terms of Company’s Account Agreements.

Hardware and Software. The Mobile Deposit Service currently works with a variety of mobile devices and tablets. Please see www.tsbawake24.com for current hardware specifications. Bank is not responsible for any third-party software Company may need to use the Mobile Deposit Service. Any such third-party software is accepted by Company “as is” and is subject to the terms and conditions of the software agreement Company enters into directly with the third-party software provider at time of download and installation. Company understands and agrees that Company is solely responsible for any Internet, cellular, data download and other charges that Company’s Internet service provider or wireless service provider may impose for Company’s access to the Internet or download of an application to use the Mobile Deposit Service.

Company’s Representations and Warranties. Company represents and warrants to Bank that:

- a) Company is the owner or authorized signer of the Deposit Authorized Account(s) that Company registered with the Mobile Deposit Service;
- b) Company will not transmit any checks that violate any of the terms of this Agreement;
- c) The check images Company transmits using the Mobile Deposit Service will meet the image quality standards required by this Agreement;
- d) Company will not transmit any duplicate checks;
- e) Company will not deposit or re-present the original check;
- f) All information Company provides to Bank in connection with the Mobile Deposit Service is accurate, true and complete; and
- g) Company will comply with this Agreement, the Account Agreements, the Cash Management Agreement (if applicable) and applicable law.

III. Miscellaneous Terms and Conditions.

Security Procedures. Company agrees to, at a minimum, comply with the following security procedures when using the Services:

- a) Company shall utilize a multi-factor authentication method including, without limitation, a user id, password and any other authentication methods recommended by Bank.
- b) Company agrees that the security procedures set forth herein are commercially reasonable. Company also agrees that the security procedures may be revised or enhanced from time to time to address changes in the internal and external threat environment, as described in any applicable regulatory guidance, including, without limitation, FFIEC authentication guidance for electronic banking.
- c) Company shall take appropriate security measures to ensure an original item is only accessible by authorized users, will not be duplicated, will be scanned only one time and will not be otherwise deposited or negotiated in any form with Bank or another financial institution, credit union or other entity if it has been scanned and accepted by Bank.

If Company or any authorized user utilizes any method other than the security procedures set forth herein in connection with Company's use of the Services, Company is deemed to have rejected the security procedures set forth herein and its revisions or enhancements as provided from time to time. By choosing an alternative security procedure, Company acknowledges that such alternative security procedure may not be considered commercially reasonable, and agrees to be bound by any use of the Services in Company's name using the alternative security procedure selected by Company, whether or not such use was authorized by Company.

These security procedures are in addition to (and no way limit) the security responsibilities and best practices in the Cash Management Agreement (if applicable). Company also agrees that any access to any of Company's account(s) or any digitized check image acted upon by Bank in compliance with these security procedures, whether or not authorized by Company, shall be treated as authorized. Company acknowledges that Bank reserves the right to change these security procedures from time to time by providing Company prior written notice of such new security procedures. Company acknowledges that the security procedures are for verification of authenticity and not to detect errors in the transmission or content of a digitized check image. No security practice or procedure for the detection of any such error has been agreed upon between Bank and Company.

Company shall prevent and safeguard against unauthorized transmissions, disclosures and access to the following (collectively, the "**Security-related Items**"): information (including, but not limited to, security procedures, instructions, and codes), systems and equipment that interface with, connect to or allow access to Bank, its information, the Services, and equipment. Company shall establish, maintain and enforce commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to Security-related Items (whether made physically or electronically). Such practices, techniques and procedures shall be no less than the requirements set forth in this Agreement, the Cash Management Agreement (if applicable), and applicable law, respectively.

Company's FAILURE TO PROTECT Company's HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICES AND, without limitation, TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICES THROUGH Company's SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY Company AND BE BINDING UPON Company. Company ASSUMES THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF Company's SECURITY CREDENTIALS. Company AGREES TO: (A) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICES; (B) FOLLOW ALL OF THE INSTRUCTIONS AND RECOMMENDATIONS THAT BANK PROVIDES TO Company WITH RESPECT TO THE SERVICES as set forth herein and in the Cash Management Agreement (IF APPLICABLE); AND (C) USE MAXIMUM CAUTION IN PROTECTING Company's HARDWARE AND SECURITY CREDENTIALS FROM

UNAUTHORIZED ACCESS. Company AGREES TO NOTIFY BANK IMMEDIATELY IF Company BECOMES AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICES OR Company's SECURITY CREDENTIALS.

Fees. Bank may, to the extent permitted by applicable law, charge a fee for use of the Services. If Company continues to use the Services after the fee becomes effective, Company agrees to pay the applicable fee, as it may be amended from time to time.

Disclaimer of Warranties. Company acknowledges and AGREES that Company's USE OF THE Services AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT Company's Sole RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Bank DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE Services, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BANK MAKES NO WARRANTY THAT THE Services: (a) WILL MEET Company's REQUIREMENTS; (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) RESULTS THAT MAY BE OBTAINED FROM THE Mobile Deposit Service WILL BE ACCURATE OR RELIABLE; OR (d) that ANY ERRORS IN THE Services WILL BE CORRECTED.

Limitation of Liability. Without limitation, Company acknowledges and AGREES that Bank is not liable for: (A) any modification of the SERVICES by any party other than Bank without the express prior written consent of Bank; (B) combination or use of the SERVICES with any software not provided by Bank; (C) use of the Services in any way not permitted by this Agreement; (D) transmission of electronic images to any computer, system or media, other than, transmission to Bank for the purpose of processing such electronic images as contemplated herein; (E) use of other than the most current release of the APPLICATION FOR ACCESSING THE SERVICES; or (F) any breach by Company of this Agreement.

Indemnification. Company will indemnify, hold harmless and/or reimburse Bank for any and all losses, costs, suits, damages, claims, liabilities and expenses, including, without limitation, attorneys' fees and expenses (collectively, the "Losses") Bank may incur by virtue of:

- a) Any breach of any representation, warranty, covenant, agreement or obligation under this Agreement, the Account Agreements or the Cash Management Agreement (if applicable);
- b) Any check not meeting substitute check standards under applicable law;
- c) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be Company or an authorized signer on any of Company's account(s) maintained with Bank, including, without limitation, Company's Deposit Authorized Account;
- d) Due to Company's failure to report required changes regarding any of Company's account(s) maintained with Bank, including, without limitation, Company's Deposit Authorized Account, or Company's transmission of incorrect data to Bank; or
- e) Company's breach of any applicable law.

Company's indemnification obligations under this Agreement will survive Company's cancellation of the Services and the termination of this Agreement and the Cash Management Agreement (if applicable).

Interpretation. Notwithstanding anything herein to the contrary, if there is a conflict between a provision in the applicable Cash Management Agreement and a provision in this Agreement – with regard to the Services only – the provision in this Agreement shall prevail. The provisions in the applicable Cash Management Agreement shall prevail in all other circumstances. All capitalized terms used but not otherwise defined herein shall have the meanings attributed to such terms in the Cash Management Agreement (if applicable) and the Business Online Banking Terms and Conditions.

Amendments. Bank may amend this Agreement at any time upon written notice to Company.

Termination. This Agreement may be terminated by either party at any time by providing written notice to the other party. If Company and Bank entered into the Cash Management Agreement and the Cash Management Agreement is terminated, this Agreement will terminate simultaneously with the termination of the Cash Management Agreement. A termination by Company shall be effective on the third Business Day following the Business Day of Bank's receipt of the written notice of such termination or such later date as may be specified in such written notice from Company. Bank's termination shall be effective immediately upon providing written notice of such termination to Company. No termination shall affect any check images received by Bank prior to receipt and implementation of the termination notice. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination, including, without limitation, any indemnification obligations. Notwithstanding anything to the contrary herein, Company may, at Bank's sole discretion, be automatically deleted from the Services after 180 days of inactivity and this Agreement shall be terminated upon such deletion by Bank.

Third Party Agents. Company assumes full responsibility and liability for all acts or omissions by a third party, including, without limitation, acts or omissions that fail to comply with this Agreement or any applicable laws or regulations or any malfunction of any mobile device provided by a third party.

Waiver. Any waiver by Bank of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

Assignment. Company may not assign this Agreement at any time. Bank may assign this Agreement either in part or in whole at any time and with or without notice to Company. This Agreement is binding upon Company's successors and Bank's successors and assigns.

Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

Entire Agreement. This Agreement, together with the Cash Management Agreement (if applicable) and the Business Online Banking Terms and Conditions, constitutes the entire agreement between Company and Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

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