

**CASH MANAGEMENT SERVICES
TERMS AND CONDITIONS**

1. Cash Management Services

1.1 Services. Bank agrees to provide and Customer agrees to purchase, the Services indicated on the Signature Page or any Supplemental Signature Page.

1.2 Changes to the Services, Customer. An Authorized Representative or Delegate (as applicable) may request a change to the Operating Instructions for a Service. The Bank is not obligated to implement any requested changes until the Bank has had a reasonable opportunity to act upon them. In making changes, the Bank is entitled to rely on any requests purporting to be from an Authorized Representative or Delegate (as applicable). All Customer requests shall be in writing, in a form and manner acceptable to the Bank. Certain requests for changes may be subject to the Bank's approval. Bank may, upon notice to Customer, impose additional fees in connection with fulfilling requests that require programming, procedural or system changes, at the Bank's discretion.

1.3 Changes to the Services. The Services covered by this Agreement may be changed, discontinued, or substituted from time to time. Changes to this Agreement (including Terms of Services, Operating Instructions or this Agreement) shall be effective upon thirty (30) days written notice to Customer, unless a shorter time period for notice is required by law. Customer shall be deemed to have accepted all such changes by its continued use of the Services after the effective date of the changes.

1.4 Services Not Provided by Bank. Customer acknowledges that Bank shall not be responsible for any Services as are disclosed in writing as not performed or provided by Bank, its employees or sub-contractors, regardless of whether or not Bank referred Customer to a Service Provider, even if Bank received a referral fee for such referral.

1.5 Documentation.

a. **Terms of Service.** Terms of Service are Product specific terms and conditions that apply only to the relevant Product. In the event of a conflict between the Master Services Agreement and a Term of Service, the Term of Service shall prevail, if such conflict cannot be resolved by construing the intent of the documents as being consistent with one another.

b. **Operating Instructions.** Operating Instructions are details of the method of performance by Bank, and may be modified by mutual agreement from time to time. Except as expressly provided otherwise, Operating Instructions describe the manner in which the Services will be provided, and are non-binding statements of intent of Bank, and are not intended to supersede or modify the Master Services Agreement or any Terms of Service.

c. **Corporate Resolution.** The Corporate Resolution grants authority to natural persons to act on behalf of Customer. The Corporate Resolution is deemed to be valid, by virtue of its attachment to this Agreement. The validity of the Corporate Resolution is relied upon by Bank, as a material inducement to this Agreement, as well as implementing and performing the Services. Customer agrees that such reliance is reasonable, and Bank is entitled to rely upon the Corporate Resolution.

A Corporate Resolution may include an authorization permitting any Authorized Representative to appoint one or more Delegates. Unless a Corporate Resolution authorizes the appointment of a Delegate, such appointment will not be permitted. The following powers may be granted to an individual in a Corporate Resolution:

i. ***Authorized Representative.*** An Authorized Representative is empowered to order Products, execute this Agreement, provide Operating Instructions, configure Authorized User accounts and may be empowered to authorize a Delegate to perform or provide amendments in connection with any of the foregoing, but solely as specified in the Corporate Resolution. .

ii. ***Authorized Signer.*** An Authorized Signer is empowered to transact business on the Account, subject to any applicable Operating Instructions

iii. ***Authorized User.*** An Authorized User has access to an Account via Webster Web-Link[®]. The privileges of an Authorized User (such as *enter, approve, release, inquiry only, view only, administrator, and product specific*) are provided to Bank in an Operating Instruction by an Authorized Representative or Delegate.

iv. *Non-Signer Access.* Authorization to review Account history and current balances, without authorization to transact business on an Account. Non-Signer Access applies only to access that does not employ Webster Web-Link[®].

d. *Agreement.* This Agreement will be controlling in the event of any conflict between it and any relevant documentation (including without limitation, user manuals and other user documentation provided in connection with Services offered by third parties), any other document or written or oral statement, subject to any irreconcilable conflict with a Term of Service (as set forth in a. above). This Agreement supersedes all prior agreements and understandings, oral or written, between the Customer and the Bank relating to a Service.

2. Term and Termination of the Services.

2.1 Term Requirement. Agreements designated as having an "Open" term, as specified on the Signature Page do not have a Term Requirement. In the event Customer terminates this Agreement before the Term Requirement is fulfilled, Bank reserves the right to charge Customer the greater of (a) the pro rata (based on straight line amortization over the length of the Term Requirement) portion of any waived (or total amount of any deferred) implementation fees disclosed in writing by Bank, or (b) one (1) month of Fees, based on the average amount of Fees charged by Bank in the previous six (6) months. In the event of termination, for any reason, Customer is required to maintain balances sufficient to cover pending transactions and Fees for Services performed prior to the effective date of termination. Customer also agrees that notwithstanding the effectiveness of such termination, Customer shall be responsible for all debits, charges and fees, including without limitation all overdraft fees, collection fees and/or finance charges associated with items clearing its Accounts after the effective date of the termination.

2.2 Termination By Customer. Subject to the foregoing, the Customer may terminate any or all Services at its discretion for any or no reason upon reasonable advance notice. Bank agrees that in all cases, five (5) Business days is reasonable.

2.3 Termination By Bank. Bank may terminate this Agreement and any or all Services effective immediately, and the Bank will give the Customer notice of such termination, for any reason, including without limitation (1) Customer breaches any of the terms and conditions in this Agreement or fails to comply with any requirement herein, (2) Customer experiences a Bankruptcy Event, (3) Customer's business or risk profile materially changes in Bank's determination, or (4) Customer fails to disclose any material information to Bank. Notwithstanding the foregoing, if the Bank chooses in its discretion to discontinue offering a Service or Product to the Bank's commercial depositors (for any or no reason), the Bank will give Customer reasonable advance written notice of such discontinuation (and Customer agrees that in all cases five (5) Business Days is reasonable).

2.4 Effect of Termination. If a Service the Customer is using is terminated for any reason, Customer will (1) immediately stop using any Materials relating to the terminated Service; (2) erase or delete any software the Bank has provided relating to the terminated Service to the extent it is stored in the Customer's computers; and (3) at the Bank's option, either return to the Bank or destroy all Materials relating to the terminated Service. Termination of a Service the Customer uses does not affect the Customer's payment obligations for Services the Bank provides to the Customer before the Service is terminated or any other obligations, which survive termination.

2.5 Obligations that Survive Termination. All obligations intended to survive the termination of this MSA shall survive, including without limitation, Sections 4.7, 4.9, and 6 through 11 below.

3. Price and Payment.

3.1 Fees. Customer agrees to pay the applicable Fees. All Fees shall be debited from the designated Account of Customer no later than the fifteenth calendar day following the close of the settlement cycle applicable to the Customer. Fees charged will be deemed valid and undisputed thirty (30) days after Customer had notice such Fee was charged. Customer may review Fees pertaining to the Services or any Product on-line, via Webster Web-Link[®].

3.2 Payment for Services. The Customer must maintain and designate Account(s) with the Bank, which it will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. It is Customer's responsibility to ensure that there are sufficient funds available in the designated Account to cover the Fees.

3.3 Account Analysis. The Customer will pay the Fees for each Service in effect for the Customer. At the Customer's request, the Bank will provide the Customer a copy of the current schedule of charges for the applicable Services. All charges are subject to change upon thirty (30) days prior written notice to the Customer, except that any increase in charges to offset any increase in fees charged to the Bank or expenses incurred by the Bank in connection with performing a Service may become effective upon thirty (30) days prior written notice. The Bank will, on a monthly basis,

debit the Customer's Account with the Bank for payment of charges due. In the event the Customer arranges another payment procedure acceptable to the Bank, the Bank nonetheless reserves the right to utilize the direct debit process for any reason.

3.4 Earnings Credits. Fees may be offset by a compensating balance on an Earnings Credit calculation, in Bank's sole discretion. Earnings Credits must be used in the month immediately following the month in which they were calculated, and shall not carry forward.

4. Customer Responsibilities.

4.1 Review of Statements and On-line Reports. Customer agrees that it is solely responsible for the review of its statements and transaction histories (including without limitation all On-line Reports, real-time and batch transaction information available through the Webster Web- Link[®] product). Customer shall review such statements promptly, but in no event later than the next business day.

4.2 E-Delivery of Statements and Notices; Webster Event Notification. Most Customer statements and notices are available electronically, except statements for Customers with exceptionally high transaction volume. Standard charges for paper statements and notices may apply. Customers may opt-out of receiving paper statements, if Customer qualifies for such option. Customer must enable Webster Event Notification in order to receive notices of when its statements are ready for viewing. Bank assumes no responsibility for any loss for Customer's failure to receive notice of any event that Customer could have obtained notice through Webster's Event Notification. Bank reserves the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification, security concerns, to comply with state or federal law, or any other reason.

4.3 Internal Controls. Customer assumes full responsibility for the acts and omissions of all of its employees, agents and representatives, including without limitation all Users. Customer agrees that it shall have in place internal controls, including without limitation dual control, designed to detect and prevent unauthorized activity occurring on the Accounts. Bank offers tools and products designed to support Customer's processes and procedures, including without limitation Webster Fraud Control Services, Webster Web- Link[®], Webster Image-Link[®], and Webster Event Notification. However, Customer is solely responsible for the validity of all requests, files, and transactions submitted to the Bank by or on behalf of Customer. Customer assumes full responsibility of failing to implement any of these products or services, and failing to follow these and other precautions reasonable for Customer's particular circumstances. In the event of such failure, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items.

4.4 Dual Control. The segregation of duties, or dual controls, is an integral aspect of fraud prevention. The Services can be configured through Webster Web-Link[®] to facilitate dual control functionality. Customer shall implement a dual control procedure whereby the active involvement of two (2) people is required to complete transactions, such as the requirement that one employee prepare the transaction and another employee execute the transaction.

4.5 Security Compliance. Customer shall protect the integrity and security of all User names and passwords, as well as any and all additional Account access methods, codes, and authentication keys, and other methods of accessing or transacting on an Account, and shall be fully responsible for all Account use by a User. Customer shall verify that all MICR line encoding on preprinted forms including without limitation, all checks and deposit tickets, as well as applicable images of cancelled checks, are correct and accurately reflect the Account number. Customer shall safe keep all check stock, Source Documents, Entries, and banking records. Bank reserves the right to suspend or revoke any User's access to the Services for any reason including without limitation, a reasonable belief that such User has been compromised, is violating the law or this Agreement.

4.6 Compliance with Laws. Customer represents, warrants, and covenants that its use of the Services (a) shall not violate, and the Services shall not be used to violate any law, rule (including without limitation rules of regulatory and self-regulating bodies such as securities exchanges), Rule, regulation, governmental order, judgment, decree, or any by-laws, certificate of incorporation, articles of organization, or other organizational or governing documents of or applicable to Customer, (b) shall comply with all governmental requirements and restrictions, and no consent or approvals or further actions are a precondition of any use of the Services, (c) shall not violate or infringe the intellectual property right of a third party, including, but not limited to, infringing a copyright, trademark, or patent; violate a right of privacy, attribution or withdrawal; or constitute the misappropriation of a trade secret.

4.7 Prompt Notification. Customer shall notify the Bank promptly upon the occurrence of any event or discovery of any information that could adversely impact the Account or performance of the Services, including without limitation discovery of any discrepancies in the Account, any unauthorized Account activity, disputed charges, or changes (or termination of) in the authority of any Users.

4.8 Proper Authorization. Customer shall not permit or submit any transaction to Bank that is not a valid authorized transaction. Bank is entitled to rely on any signature that purports to be from an Authorized Signer, Authorized Representative, or Delegate, or any transaction originating from any Authorized User or Delegate. The Bank may rely on oral instructions from any person who identifies himself or herself by a name, which is included on a written list from the Customer of persons authorized to give such instructions. Except as otherwise expressly stated in this Agreement, the Bank is not required to act on any instruction from any person or to give notices to any person.

4.9 Record Retention. Customer is fully and solely responsible for maintaining all of its business records and data. Bank reserves the right to charge its standard research fee for the provision of any additional copies of records previously provided to Customer, regardless of the format in which such record may have been previously provided.

4.10 Accessing the Services. By accessing the Services, Customer reaffirms its consent to these terms and conditions as they may be amended or updated from-time-to-time. Use of the Services via the internet constitutes Customer's acceptance of the acceptable use policy and online terms and conditions for the Services as they may be amended or updated from-time-to-time.

4.11 Loss Mitigation and Recovery. In the event of an occurrence that could reasonably give rise to any liabilities for which Bank or Customer may be liable to each other or to a third party, Customer will reasonably cooperate with Bank, and Bank will reasonably cooperate with Customer, as permitted by Applicable Law, in sharing information, performing loss recovery and mitigation efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

4.12 Customer Identification Program and Customer Due Diligence. Bank is obligated to obtain, verify and record information that identifies each person or entity that opens an Account, including without limitation, Authorized Signers, Authorized Users, Authorized Representatives or Delegates, as may be deemed appropriate by Bank from time to time. Such record information shall include, as deemed appropriate by Bank, the Customer's name, address and Tax Identification number as well as the name, address, date of birth and social security number of any appropriate Authorized Signers, Authorized Users, Authorized Representatives or Delegates, and collect information concerning Customer's business and the nature of the transactions Customer intends to conduct. Bank expressly conditions all Services (initially as well as on an ongoing basis) on satisfactory results and responses in connection with its Customer Due Diligence and/or Enhanced Due Diligence, including without limitation, as appropriate, credit review, review of business model and practices, target customers, identity of funding sources, transfer destinations, Office of Foreign Asset Control (OFAC) screening results, or any other considerations appropriate or required under Applicable Law, regulatory guidance and/or industry practice, as well as receipt of appropriate documentation verifying any of the foregoing. Upon request, and at Account opening, Customer agrees to provide such information as requested by Bank, including without limitation, name, address, entity type, EIN, tax ID, structure, list of all sales locations, sales history, identity of all affiliated companies, historical banking records, and any other information reasonably requested by Bank. Customer warrants that all information is true and accurate and covenants to provide any updates or corrections to such information promptly. Failure to provide true and accurate information shall be grounds for immediate termination as well as any other penalty that may be provided under Applicable Law.

4.13 Audits. Bank shall be entitled to audit Customer's records and compliance with various requirements contained herein and in any Terms of Service, online (using inquiry only access) at Bank's location or Customer's location, at Bank's discretion. For example, in order to perform certain ACH transactions, Customer may be required to post and provide clear and conspicuous notices as well as provide a secure environment for its Source Documents. Bank may perform on-site inspection of such notices and review the security of Customer's Source Documents.

5. Records Retention by Bank.

All instructions, Entries, confirmations, procedures, and records relating to the Services are and shall remain the property of Bank and shall be treated by Customer as Confidential Information of the Bank. Bank may, in its sole discretion, make such materials available to Customer. Any information or materials made available to Customer by Bank may have a charge associated therewith, at Bank's sole discretion.

6. Additional Customer Warranties.

By submitting any request, file or transaction to Bank, Customer represents, warrants and covenants that such request, file or transaction is a valid, proper and authorized act of the Customer and Bank may rely on this representation, warranty and covenant without further inquiry. On and as of each day the Bank provides any Service to the Customer, the Customer represents and warrants to the Bank that (a) the Customer's agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation of the Customer; (b) the debiting of any Account as provided in this Agreement is not inconsistent with any restriction on the use of that Account; (c) all approvals and authorizations required to permit the execution and delivery of this Agreement and any other necessary documentation, and the performance and consummation by the Customer of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow the Customer to transfer funds and access information from such party's account; (d) the Customer's performance of its obligations will not violate any law, regulation, rule, judgment, decree or order applicable to the Customer; and (e) Bank will not suffer any loss or damage by acting on any instruction of Customer.

7. Confidentiality and Security of Information.

7.1 Authorized Use Only. Bank and Customer shall establish and maintain reasonable procedures and processes in place to ensure the security and confidentiality of the Confidential Information of the other. Customer agrees that Bank is not responsible for designating any information relating to the Services that it provides to the Customer as confidential, sensitive or otherwise protectable, and that all such information shall nonetheless be considered Confidential Information of the Bank. Customer will treat all technical, financial, pricing and experiential information that it receives from Bank as Confidential Information. Neither party will use or disclose the Confidential Information of the other except to the extent needed to perform their obligations hereunder. Customer agrees that it has conducted due inquiry into the procedures and practices of Bank as they relate to the safeguarding of Customer's information, and that they are reasonable and adequate. Customer agrees that it shall only use the Materials for the purposes for which the Bank provided them, and shall be fully responsible for unauthorized access, use, disclosure or alteration of any Confidential Information of the Bank (including without limitation any of the Materials) by Customer or any of Customer's agents, employees, customers, invitees or other third party to the extent such third party gained access as a result of Customer's failure to comply with the terms of this Agreement. Customer shall only provide the Materials to those employees and agents with written or otherwise legally required obligations of confidentiality who are required to receive them in connection with the Services. Customer shall only make such copies of any Materials as are necessary. Customer shall immediately notify the Bank by telephone, promptly confirmed in writing, if any Materials are lost or if their confidentiality is compromised, and shall use its best efforts to regain or mitigate the impact of such loss or unauthorized disclosure. In no event shall Customer make unauthorized copies of the Materials, translate, reverse engineer, disassemble or decompile any Materials, software or security devices or sell, lease or provide any Materials on a time share basis or as a service bureau. The Customer has sole responsibility for the custody, control and use of all Materials. The Customer agrees that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security procedures. The Bank will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User documentation.

7.2. Remedy for Unauthorized Use or Disclosure. In addition to any other rights and remedies the parties may have under this Agreement or in law or equity, since unauthorized use or disclosure of Confidential Information may result in immediate and irreparable injury to a party for which monetary damages may not be adequate, in the event that a party, or any of its officers, directors, employees, agents or subcontractors, uses or discloses or is likely to use or disclose Confidential Information of the other in breach of its obligations under this Agreement, the party whose Confidential Information was used, disclosed or likely to be used or disclosed shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance.

7.3 Proprietary Rights in the Materials. The Customer acknowledges the Bank's claim to proprietary rights in the Materials and that the Materials are valuable property of the Bank, its licensors, Service Providers or vendors. The Customer understands that all Materials are Confidential Information of the Bank, and the Customer will safeguard the Materials at all times.

7.4 Security of Access Means. In addition, Customer shall establish and maintain reasonable procedures to assure the security and confidentiality of any password or code used by the Customer to access the Services. Customer understands that assuring the security of the Bank's Confidential Information (including without limitation the Materials) and of User passwords and codes includes protecting such information from unauthorized access, use, disclosure and alteration; having in place physical and technical access controls, secured methods of disposing of Confidential Information, intrusion detection systems in place on its networks, as appropriate, as well as other means of monitoring and tracking access to the Confidential Information. If there is a breach of security resulting in unauthorized disclosure of the Bank's Confidential Information, Customer will immediately notify the Bank in writing of such breach, the nature of such breach, the corrective

action taken to respond to the breach, and shall provide to the Bank any information relating to the breach that the Bank shall reasonably request.

8. Limitation of Obligations, Hold Harmless.

Notwithstanding anything to the contrary in this Agreement, the Customer agrees that: (i) Bank shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for Customer or any of its officers, directors, agents, assigns, suppliers, customers or other third party; (ii) Bank shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Change in Authorized Signer Notice), instruction or request purportedly furnished to it by Customer or its agent or representative in accordance with the terms hereof, in which case the parties hereto agree that Bank has no duty to make any further inquiry whatsoever.

Customer agrees to and hereby does indemnify and hold Bank, its officers, directors, agents and employees harmless of and from any and all Claims arising out of the Service, this Agreement or arising out of the fault, misconduct or negligence of Customer, its employees or agents, except to the extent arising from or relating to the gross negligence, bad faith or willful misconduct of Bank, or as otherwise expressly prohibited by Applicable Law.

9. Disclaimer of Liability.

It is the intent of the parties, as a bargained for allocation of risk, which allocation is a material element of the Fees established herein, that to the maximum extent possible under Applicable Law, Bank shall not be liable, to Customer or any of its officers, directors, agents, assigns, suppliers, customers or other third party hereto or any other person, for:

- i. the acts or omissions of the Customer or the Customer's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from the Customer),
- ii. the acts or omissions of any other person or entity, including but not limited to any Service Provider, clearing house association, transaction processing network, licensor or processor, any Federal Reserve Bank, any other financial institution or any supplier, any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service, and no such person or entity will be deemed the Bank's agent,
- iii. for any act or failure to act on its behalf if it is reasonably believed that the Bank's action would have violated any Applicable Law,
- iv. for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by Applicable Law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages), or
- v. any failure or delay in performing the Bank's obligations for each Service if such failure or delay is caused by circumstances beyond the Bank's reasonable control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute or difficulties), legal constraint or governmental action or inaction, breakdown or failure of the Bank's computer, transmission or communications facilities and equipment or of third parties, breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier and any mail or courier service, or the Customer's act, omission, negligence or fault.

10. Right of Set-Off.

In addition to and not in limitation of any rights of setoff that the Bank or any affiliate or subsidiary of the Bank may have under Applicable Law or in any other agreement, document or instrument, including (without limitation) Customer's Account Agreement, the Bank shall have the right to appropriate and apply all account balances (general or special, time or demand, provisional or final) and other assets of the Customer and those of guarantors, if any, in the Bank's safekeeping, custody or control, towards the payment of any amount owed by the Customer or such guarantors, if any, to the Bank or any affiliate or subsidiary of the Bank.

11. Use of Trademarks and Name.

Customer shall not use any logo, trademark, servicemark, trade name, or image of Bank whether any of the foregoing are registered or unregistered; or otherwise protected or protectable under state or federal law (each a "Logo") in any manner other than as is expressly authorized in writing by an authorized representative of Bank. Bank shall not, and shall not authorize any Service Provider to use, any logo, trademark, servicemark, trade name, or image of Customer whether any of the foregoing are registered or unregistered; or otherwise protected or protectable under state or federal law (each a "Logo") in any manner other than in connection with a Product, to respond to a request of Customer (including a request for proposals or information), as necessary or appropriate to perform the Services, and otherwise as authorized by an

authorized representative of Customer. Bank shall submit to Customer for prior written approval, all proposed uses of Customer's Logos by the Bank, and shall not use any Customer Logo without such written approval. With respect to all permitted use of a Logo of Bank or of Customer, both Bank and Customer acknowledge and agree that: (i) it shall not use any Logo of the other party in a manner likely to diminish their commercial value; (ii) it shall not knowingly permit any third party to use Logos of the other party unless authorized to do so (in the case of Customer, such use shall be authorized in writing by Bank); (iii) it shall not knowingly use or permit the use of any logo, trademark, servicemark, name, or image likely to cause confusion with a Logo of the other party; (iv) any and all goodwill associated with use of any and all Logo(s) of the other party shall inure to such other party and its successors in interest and assigns; (v) the Logos are and shall remain the sole property of Bank and Customer, respectively; (vi) nothing in this Agreement shall confer any right of ownership in any Logos of the other party, and Customer and Bank, respectively, shall not make any representation to that effect, or use Logos of the other party in a manner that suggests that such rights are conferred. This Section does not limit either party's ability to satisfy any governmentally or judicially required disclosure.

12. General Provisions.

12.1 Assignment. This Agreement is binding upon the Bank's successors and assigns, and upon the Customer's successors and permitted assigns. The Customer may not assign any of the Customer's rights or duties described in this Agreement without the Bank's prior written consent. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against the Customer or the Bank. Nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between the Customer and the Bank. The Bank is responsible only for performing the Services expressly provided for in this Agreement. The Bank may contract with outside vendors (including Service Providers) in providing any Service and such contract shall not be considered an assignment of this Agreement by the Bank.

12.2 Severability. If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent under Applicable Law, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by Applicable Law. This Agreement and performance thereunder shall be governed by Applicable Law without regard to principles of conflict of law and choice of law. Both parties agree that the exclusive jurisdiction of and venue for any litigation, controversy or action arising out of this Agreement shall be an appropriate state or federal court sitting in the State of Connecticut. Nothing in this provision shall prevent Bank from submitting any dispute required or permitted under the ACH Rules concerning an Entry, to binding arbitration. Customer hereby irrevocably consents to any such arbitration raised pursuant to the Rules. THIS CONSENT MEANS THAT CUSTOMER MAY NOT BE ENTITLED TO A TRIAL BY JURY, IN CONNECTION WITH THE FOREGOING.

12.3 No Waiver. No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver of such right or remedy or any other right or remedy. No waiver of a single breach or default under this Agreement is a waiver of any other breach or default. Any waiver under this Agreement must be in writing signed by the party against whom enforcement is sought. Except as specifically provided to the contrary, this Agreement may not be modified or altered except by written instrument executed by both parties.

12.4 Performance on Business Days. The Customer must fulfill its responsibilities in connection with a Service on each Business Day whether or not the Customer is open for business.

12.5 Notices. Any written notice or other written communication to be given under this Agreement will be addressed to the Customer at the address specified on the Signature Page from the Customer returned to Webster Bank, National Association, City Place II, 185 Asylum Street, 3rd Floor, Hartford, Connecticut, 06103, Fax No. (860) 692-1675, or to such other address as Customer may specify in writing addressed to the Bank as provided herein. All legal notifications to Bank must be copied to: Webster Bank, N.A., 145 Bank Street, Waterbury, CT 06702, Attn: General Counsel, provided however such notice shall not in itself be sufficient to constitute notice to the Bank. Notices are effective upon actual receipt, except as otherwise provided in this Agreement or any Materials.

12.6 Miscellaneous. All references in this Agreement to the singular shall include the plural and vice versa. Captions and headings that appear at the beginning of sections and subsections of this Agreement are for convenience and reference purposes only, and are not intended to limit or delineate the scope of any provision of this Agreement.

Definitions:

Account – shall mean an account at Bank, owned by Customer, governed by this Agreement, including without limitation any money market, investment, demand deposit, savings, fiduciary and omnibus, which shall be governed by the Account Agreement.

Account Agreement – shall mean the “Deposit Account Disclosure for Business Accounts” as well as any other additional terms and conditions associated with a specific account, which sets forth additional terms and conditions relevant to the Accounts.

ACH Rules – shall mean the rules promulgated by the National Automated Clearing House Association, NACHA, or any successor entity, as they may exist from time to time.

Agreement – shall mean this Master Services Agreement as amended or updated from-time-to-time, the Signature Page, any Supplemental Signature Page, and shall include any and all attachments, addenda and exhibits attached hereto or thereto or incorporated herein or therein by reference, which shall be considered a part of the Agreement as if set forth herein in their entirety.

Applicable Law – shall mean federal law applying to the Services or relevant Product, federal law applying to the conduct of national banks (and any applicable operating subsidiaries and affiliates) performing permissible activities, the Uniform Commercial Code as enacted in the State of Connecticut, and the general laws of the State of Connecticut (excluding, however, principles of conflict of law and choice of law), provided however such laws of or enacted in the State of Connecticut shall be deemed Applicable Law only to the extent not pre-empted by federal law. All references to “law” (whether federal and/or state, as applicable) in the preceding sentence and elsewhere in the Agreement (unless the context requires otherwise) shall include statutes, regulations, rules, common law, and any final non-appealable judgment, decree, order or decision by a court or governmental agency having proper jurisdiction, as in effect from time to time.

Authorized Representative – shall mean a natural person authorized to bind Customer to this Agreement, as evidenced by the Corporate Resolution.

Authorized Signer – shall mean a natural person designated on the Corporate Resolution as having the authority to bind Customer, by executing checks, drafts and other instruments and orders for the payment of money associated with the Account specified on the relevant Corporate Resolution.

Authorized User – shall mean a natural person assigned a user name and password associated with the Services, whether issued by Bank to Customer or by an Authorized Representative or Delegate of Customer with administrative rights.

Bank - shall mean Webster Bank, National Association and its successors and assigns.

Bankruptcy Event - shall mean any of the following: (a) The Customer terminates, liquidates or dissolves its business or disposes of a substantial portion of its assets; (b) The Customer fails generally to pay its debts as they become due; (c) The Customer, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding; (d) The Customer initiates any composition with its creditors; or (e) The Customer experiences a material adverse change in its financial condition or its ability to perform its obligations under the terms and conditions of this Agreement.

Business Day – shall mean any Monday through Friday on which banks in Connecticut are required or permitted to operate, and on which the Federal Reserve Bank of Boston is open for business.

Claim – shall mean any losses, claim, demand, liabilities, allegation, suit, action, damage or harm to person or property, judgments, awards (by settlement or otherwise), or inquiry, including all associated costs (including, but not limited to, attorneys’ fees) and expenses

Confidential Information – Confidential Information of the Bank shall mean any information (i) supplied by, concerning or relating to the Services, offerings, Accounts, software, capabilities, Service Providers, and/or customers of the Bank, including without limitation the Materials, (ii) marked or designated as confidential, sensitive, secret or proprietary information of the Bank, or that could reasonably be deemed so given the content, context or circumstances surrounding its communication, including without limitation all financial information, plans, projects, projections, customer names, supplier names, charts, methods, processes, diagrams or schematics, or other technical, financial, pricing, or experiential materials or information, or (iii) otherwise contains materials that, in Bank’s reasonable determination, are the subject of relevant law pertaining to privacy, confidentiality, intellectual property rights, trade secrets, or similar matters. Confidential Information of the Customer shall mean any information that is clearly and conspicuously marked or designated as confidential, sensitive, secret or proprietary information of the Customer.

Corporate Resolution – shall mean the Corporate Resolution appointing Authorized Signers and Authorized Representatives, which may be substantially in the form of the attached.

Customer – shall mean the entity executing the Signature Page.

Customer Due Diligence – shall mean verification by Bank that Customer is a valid, lawful business endeavor, is not (nor is any Authorized Signer, Authorized User, Authorized Representative or Delegate, as deemed appropriate by Bank) on any list of prohibited or restricted parties maintained by any governmental or quasi-governmental entity.

Delegate – shall mean one or more individuals identified to Bank as having authority to perform specified activities on the Account.

Earnings Credit – shall have the meaning ascribed to it in the Account Agreement.

Enhanced Due Diligence – shall mean Customer Due Diligence that shall also include verification by Bank that Customer is establishing and maintaining, in accordance with law applicable to Customer (including without limitation 31 CFR Part 103, to the extent applicable), a customer identification program sufficient to allow Customer to “identify its customers” for anti-money laundering and related purposes.

Entry – shall mean any monetary or non-monetary debit or credit origination submitted pursuant to ACH Rules.

Fees – shall mean the fees charged by Bank for the Services, as they may be in effect from time to time.

Loss – shall mean (unless the context requires otherwise) any assessment, allocation, cost, damage, debt, encumbrance, expense (including attorneys’ fees incurred), fine, fee, judgement, lien, levy, loss, liability, tariff or tax.

Master Services Agreement or MSA – shall mean this Master Services Agreement for Cash Management Services, between Bank and Customer as in effect from time to time pursuant to the terms hereof, including all applicable Terms of Service, Operating Instructions, and Corporate Resolutions.

Materials – shall mean any and all tangible and intangible information, data, documentation, and other materials, whether provided in writing, electronically, digitally, verbally or otherwise, and shall include all intellectual property rights therein, including without limitation all patent, copyright and trademark rights in any materials, including but not limited to words, marks, names, texts, logos, trademarks, service marks, copyrights, images, button icons, digital downloads, animations, moving pictureclips, photographs, illustrations, biographies, synopses, compilations, software or processes belonging to Bank, its subsidiaries or affiliates, or licensees, including but not limited to rights accruing by virtue of applicable law protecting copyright, patent, trade secret, trademark and/or service mark rights.

Non-Signer Access – shall mean authorization to receive information concerning balance and/or transaction information on an Account.

On-line Report – shall mean a periodic summary of Account activity furnished to Customer via an electronic network communication means (such as via e-mail or via an internet link to the electronic document residing on Bank’s web site).

Operating Instructions – shall mean the operating instructions provided by Customer in connection with a Service, which reflect the Customer’s preferences as to how it would like to configure the Services.

Product – shall mean a specific type of Services offering.

Rules – shall mean the ACH Rules or any other rules, procedures, charters, by-laws and guidance promulgated by a self-regulating authority, consortium or payment processing network that relates to a given transaction, including without limitation, Visa Rules, MasterCard Rules, RPPS Rules.

Service Provider – shall mean any entity other than Bank performing the Services, whether on Bank’s behalf or directly to Customer (regardless of whether the Services Provider was introduced to Customer by the Bank).

Services – shall mean the Cash Management Services specified in a Signature Page or a Supplemental Signature Page.

Settlement Cycle – shall mean the agreed upon interval (i.e. monthly, quarterly or annually) specified in the pro forma document in which Fees accrue and are debited from Customer’s Account.

Signature Page – shall mean the Signature Page setting forth the Services initially ordered by Customer, attached hereto and into which this Master Services Agreement is incorporated by reference.

Source Document – shall mean authentic legally actionable documentation for the transaction of a funds transfer or monetary exchange, pursuant to ACH Rules or otherwise, including without limitation checks, drafts, ACH originations, and other items.

Statements – shall mean periodic summaries of activities and transactions on Account(s).

Supplemental Signature Page – shall mean a Signature Page executed in connection with the amendment of the Services, including without limitation, adding new Services and/or discontinuing Services.

Term Requirement – shall have the meaning ascribed to it in Section 2.1 hereof.

Terms of Service – shall mean the terms and conditions governing a specific Service offering. In the event of an irreconcilable conflict between the terms of the Master Services Agreement and the Terms of Service, the Terms of Service shall control, but only with respect to the particular Service to which the relevant Term of Service pertains.

User – shall mean any Authorized Representative, Authorized Signer, Authorized User, Delegate, or Customer employee, agent, or representative with Non-Signer Access.