

Cash Flow Insight®

Payables, Receivables and Accounting Software Sync

Service Agreement

This Cash Flow Insight Payables, Receivables and Accounting Software Sync Services Agreement (this "**Agreement**") governs your access to and use of the automated and paperless bill management services offered as part of Cash Flow Insight and its associated services (the "**Services**") available through our website (the "**Site**"). By clicking "I Accept" below or by using the Services, you agree that you have read this Agreement and agree to be bound by its terms.

The terms "**we**," "**us**," "**PNC**" and "**our**" mean PNC Bank National Association, its successors, and assigns. The terms "**you**," and "**your**" mean any person, organization, and/or legal entity who accepts the Services. If you are accessing or using the Services on behalf of another person or organization, then you also represent that you have full legal authority to bind that other person or organization and you agree to this Agreement on behalf of that other person or organization. In the event of conflict between this Agreement and PNC's Online Banking Agreement (or any other agreement you may have entered into with PNC), this Agreement shall govern, but only as applied to the Services and only to the extent of the conflict.

The Service is only permitted to be used in conjunction with an eligible PNC business checking account, and enrollment may only be completed by an authorized signer of such account.

Prohibited Industries: The Service is not permitted to be used by health care industries, including HIPAA covered entities and business associates. You agree not to use the Services if you are involved in one of these prohibited industries.

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1. General Description of the Services

If you are a PNC business checking account customer, PNC makes the Cash Flow Insight Services available to you within PNC Online Banking. Within the Services, you may enroll in and activate Payables, Receivables or Accounting Software Sync functions. Each of these tools is described more fully in this Agreement below.

- A The **Payables** tool includes one or more of the following features:
- 1 Bill inbox, indexing, and document management, and
 - 2 Bill payment.
- B The **Receivables** tool includes one or more of the following features:
- 1 Invoice creation and import
 - 2 Invoice management and customer reminders
 - 3 Invoice payment collection
- C **Accounting Software Sync** allows for data synchronization with a supported accounting software package.

Payables, Receivables, and Accounting Software Sync functions and data are only available for as long as enrollment in the service is maintained.

2. Fees and Payment

You shall pay the monthly fees, transaction based fees, sub user fees, and any other charges applicable to the Service, including per-payment fees, exceptions processing, and setup and other special services ("service fees"). Any applicable monthly fees will be charged regardless of whether the Service was used during the billing cycle. We reserve the right to change the amount of any fees from time to time, at our sole discretion. We will post the revised fees on the Site or notify you by email, to the email address you provide, in advance of the effective date of such changes. If the change in fees is not acceptable, your sole and exclusive remedy shall be to stop using the Service. By continuing to use the Service after the fee increase, you accept all changes in service fees. Service fees are not refundable.

3. Payables

a. Bill Inbox

The Services include an online inbox (the "**Inbox**"), where you can upload, store, index and manage your Bills and Documents. "**Bills**" are invoices, bills and other statements of account from vendors, and "**Documents**" are documents that are not Bills that you wish to store and manage electronically through the Services. You agree not to store documents containing Protected Health Information (as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in your instance of the Services. You may upload Bills and Documents to your Inbox directly through the Site or by email using the email assigned to your instance of the Services. You also may authorize vendors to send electronic Bills and Documents to the Services using the email assigned to your use of the Services. We are not responsible for Bills that are misdirected or not received in your Inbox. You should regularly review your Inbox to assure that expected Bills are there. The service does not encrypt or decrypt files. If you upload or receive Bills and Documents which are encrypted, you

are responsible for carrying out the process to download and decrypt any encrypted files.

You may designate each item in your Inbox as a new or existing Bill, vendor credit, vendor document or company document and input identifying details (such as vendor name, invoice number, invoice date, due date and amount ("**Bill Details**")).

b. Bill Payment

If you elect to pay bills through the Services, you must identify and authorize the Payment Account, identify the Payee, and provide Payment Instructions, all as provided below. The "**Payment Account**" is the PNC bank account from which you wish to make the payment, identified by its bank routing number and bank account number. The "**Payee**" is the person or entity to whom you wish a bill payment to be directed. "**Payment Instructions**" are the date, amount, and other details regarding the payment that you wish to make from the Payment Account to the Payee.

i. Payment Account

When you select the Payment Account from a list of eligible bank accounts, you represent to us that you are a signer or authorized agent on the Payment Account and that you have authority to disclose the Payment Account information, and you authorize the initiation by PNC, or its service provider, Bill.com ("**Service Provider**"), of debit or credit entries, as applicable, to the Payment Account in accordance with the Payment Instructions, and, if necessary, the initiation of adjustments for any transactions debited or credited in error. Your authorization in this paragraph will remain in effect until not later than 30 days after you have cancelled your enrollment to use the Payables or Receivables tools. You shall comply with U.S. law and the rules set forth by NACHA ("**NACHA Rules**") in initiating any transactions to the Payment Account. You shall not use the Service for personal, family, or household purposes except in connection with an accounting, bookkeeping, or other advisory business.

ii. Payees

You must provide correct and current payment information for each Payee as follows:

- A For check payments, you must provide the Payee name and remittance address.
- B For electronic payments, you must identify the Payee's account information using one of the following methods:
 - i. Locate and select the Payee in the existing online database on the Service;
 - ii. Input the Payee's network identification number;
 - iii. Invite the Payee to set up an account on the Service by sending the Payee an e-mail invitation; or
 - iv. Input the Payee bank routing number and bank account number in the Service.

You are responsible for verifying the accuracy of the Payee information prior to scheduling bill payments, and we will have no liability for losses or damages due to your or your Payee's actions or inactions. If you invite a Payee to set up an account on the Service, it will take several business days to complete the verification process required to activate the Payee account for electronic payments. If you input a Payee's bank routing number and bank account number on behalf of a Payee, you represent and warrant that you have obtained from the Payee any required authorizations compliant with U.S. laws and the NACHA Rules, including the authorization to disclose the Payee's account information and to request PNC or its Service Provider's bank to initiate debit or credit entries, as applicable, to the Payee's account in accordance with your Payment Instructions and, if necessary, the initiation of adjustments for any transactions debited or credited in error. Your statement may reflect that our Service Provider, or its bank initiated the payment.

By providing us with the names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive from you. In order to process payments more efficiently and effectively, we may submit payments to the best known Payee address. When necessary, we may alter payment data or data formats or change or reformat your Payee account number to match the account number or format required by your Payee, or their bank (RDFI) for electronic payment processing.

iii. Payment Instructions

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf. You also authorize us to credit your Payment Account for payments returned to us by the Post Office or Payee. Please see section 6 of this Agreement below (*Payment Transmission Procedures and Terms*) for a detailed description of how payments are transmitted.

iv. Receivables

You may use the Receivables tool to receive payments from a third party (a "**Customer**"). You agree to not use your instance of the Services to invoice patients for healthcare services.

a. Invoice creation and import

To create new invoices, you must enter or import the Customer name and other invoice details ("**Invoice Details**") into the Receivables tool. When you enter a Customer's name in the Receivables tool, you represent and warrant to us that the Customer information is complete and accurate, and that all invoices are issued pursuant to a contractual relationship with the Customer pursuant to which funds are owed. You further agree to assist us in verifying your Customers and agree that we may refuse to process transactions for any Customer whose financial condition and creditworthiness cannot be verified to us.

b. Invoice management and customer reminders

Using the Receivables tool, you may send invoices and reminders to Customers by email and track them through the Web Site.

c. Invoice collection

Your Customers can pay your invoices using their preferred method of payment. Please note, if your Customer uses a credit card to pay your invoices, that processor's terms will govern that payment.

Your Customer can pay electronically in one of three ways using the Services:

1. The Customer accesses a payment portal that is operated by our Service Provider, under the Bill.com brand (the portal may or may not be co-branded with PNC's brand). The Customer enters into an agreement with Bill.com on that site. The Customer then enters their payment information – bank account and routing number – and schedules a payment on an invoice. There must be an invoice in which to remit payment.
2. The Customer provides you with their payment information – bank account and routing number – and you enter the information on behalf of your Customer. You then select a checkbox in the Service that affirms you have authorization, compliant with U.S. laws and the NACHA Rules, from the owner of the bank account (the Customer) to debit the account for the sum or part of an invoice.
3. The third option is a combination of 1 and 2. In this instance the Customer has previously entered their bank account information and paid an invoice to you. They now have another invoice due and they tell you to go ahead and debit their account. In this instance you never know nor need to know your Customers bank account information – you simply need to select the checkbox that affirms you have recurring authorization, compliant with U.S. laws and the NACHA Rules, from the owner of the bank account (the Customer) to debit their account for the sum or part of an invoice.

You are responsible for obtaining the proper authorization from your Customer before initiating any debits to their accounts for invoice collection. The Service will provide you with the ability to flag that you have been authorized to remit payment for invoices on your Customer's behalf, and you represent and warrant that you have in fact received this authorization directly from your Customer. It is also your responsibility to obtain a written authorization, compliant with U.S. laws and the NACHA Rules, for audit purposes, from your Customers before debiting their account for invoice payments. You warrant that all payment authorization meets the minimum requirements of the NACHA Rules, you retain and can reproduce such authorization for a period of two years from the effective date of the transaction or the effective date of the final transaction in a series of recurring transactions. PNC or your Customer's bank may request a copy of valid authorization, to which you must respond within 5 business days. Failure to timely produce proper authorization will result in the return of the payment and debiting of your Payment Account.

v. Enhancements

a. Accounting Software Sync

If the Accounting Software Sync enhancement is enabled, you may download, install and use the software we make available to enable you to update your accounting software program file with your latest payables transactions and synchronize the list of accounts, classes, and vendors between your instance of the Services and your accounting software program. You can sync with certain online accounting software programs without downloading or installing software from us.

b. Account Delegation

If the Account Delegation enhancement is enabled, the account owner or “super user” of your instance of the Services may invite persons, such as your employees or accountant, to establish login access to your instance of the Services. The super user will select each subuser’s role, which may include managing Payees, Bills and Documents; approving Bills; managing payments and bank accounts; managing your instance of the Services; accounting; or receivables. In this way, the super user can manage how Bills are recorded, approved, and paid by the sub-users.

Also, the PNC Online Banking Services agreement contains additional terms and conditions concerning the creation, management and responsibility of the actions of all sub-users in the section titled “Account Delegation (Business Customers only)”.

c. Reports

Reports can be generated within your instance of the Service. We may from time to time update, enhance or change the type of reports which are available. It is your responsibility to reconcile the data contained within these reports to your accounting records. We are not liable for errors arising out of reliance on reports generated from the Service.

i. Payment Transmission Procedures and Terms

a. Information Verification

You may not be permitted to participate in the Service if we cannot verify your identity, financial condition, creditworthiness, or other necessary information. By entering into the Agreement, you authorize us, directly or through third parties, to make inquiries necessary to validate your identity, financial condition, or creditworthiness, including, but not limited to:

- i. Requiring you to confirm ownership of an e-mail address and Payment Account;
- ii. Ordering a credit report;
- iii. Verifying your information against third party databases or through other sources; and
- iv. Undertaking any other action necessary to verify your information.

We may also obtain financial information regarding the Payment Account from a financial institution or from anyone you pay through or are paid by the Service. Notwithstanding any steps taken to verify such information, you hereby represent and warrant on behalf of yourself and any person or organization for which you act that you have the right, power and authority to conduct and authorize transactions you make pertaining to the Payment Account and that all information you provide to us is complete, accurate, and up to date. In the event that we are unable to verify you, the information provided, or an accuracy check against our information shows you are not an authorized signer on the account we may take corrective actions including holding payments, cancelling payments, and cancelling your service.

b. Scheduling Bill Payment

Payments made through the Service require sufficient time for your Payee to receive your payment and credit your account accordingly. Payments made through the Service are first cleared to a settlement account prior to being sent to your vendor. To make a payment, use the Service to select the date on which we will debit the Payment Account ("**Process Date**") through the Automated Clearing House ("**ACH**") to pay a bill or an invoice. In addition to the Process Date, the Service will calculate an estimated date by which the payment will arrive ("**Arrives By Date**"). The Service will indicate the earliest possible Process Date for each payment. We will use commercially reasonable efforts to issue payment within two business days following the Process Date, depending on the size of the payment and subject to our own review of the payment. We will also determine the payment method – electronic payment or check - for each payment scheduled. Please refer to the chart below for estimated Arrives By Date timing.

Electronic Payment

Process Date	Business Day 1	Business Day 2	Business Day 3
Payments processed on this date prior to 7:00 PM ET	Payment exception handling	Payment exception handling	Payment credited to your vendor's bank account.
Payment effective date: Process Date			Arrives By Date
Payment debited from your bank account			

Check Payment

Process Date	Business Day 1	Business Day 2	Business Day 3	Business Day 4	Business Day 5
Payments processed on this date prior to 7:00 PM ET	Payment exception handling	Payment exception handling	Mail transport for checks.	Mail transport for checks.	Estimated* date vendor receives check.
Payment effective date: Process Date		Check printed and mailed first class USPS			Arrives By Date

Payment debited from your bank account					*Date dependent on USPS
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You will be solely responsible for scheduling payments and selecting a Process Date for each payment that allows sufficient time for the payment to be delivered on or prior to the bill's due date. Typically, it takes three to four full business days after the Process Date to post an electronic payment and five to six full business days to deliver a check payment within the territorial United States by first class mail.

c. Payment Method

You may choose to send check payments or electronic payments through the Service; provided, however, that we reserve the right to select the method by which to make payments. When you are using the Receivables tool, your Customers may pay electronically. Check and other payments received will be manually input by you. Electronic payments may only be made to U.S. domestic bank accounts. All other payments made through this Service must be made by check to a U.S. address. We may, in our sole discretion, impose limits on the amount of money sent through the Service, on a per transaction or a cumulative basis, and change those limits at any time.

d. Processing Bill Payments

You hereby authorize us or our Service Provider's bank to debit your Payment Account on each scheduled payment processing date, and remit funds in accordance with your Payment Instructions through the ACH network or via check printed and mailed on your behalf. You also give us the right to resubmit any ACH debit that is returned for insufficient or uncollected funds. You agree that payment transactions will be governed by the NACHA Rules, as in effect from time-to-time, under which you are an "Originator", your vendor or Customer are a "Receiver", Bill.com is a "Third Party Service Provider," the "Originating Depository Financial Institution" (or "ODFI") is PNC or another domestic chartered U.S. financial institution.

If a debit is returned due to insufficient funds, we reserve the right to stop payment on all payments in process until that debit is successfully re-presented and paid.

For example:

You schedule multiple payments from the same bank account with the same process date, December 11. The total amount of the payments is \$1,000.00.

Vendor	Invoice #	Process Date	Payment Amount
Consultant	100	12/11	\$ 100.00
Legal Counsel	200	12/11	\$ 300.00
Contractor	300	12/11	\$ 600.00

	Total	\$1,000.00
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If the account scheduled for payment does not have sufficient funds to cover the total amount \$1,000.00, we reserve the right to stop payment on all of the individual payments until they are rescheduled and enough funds have been deposited into the account to cover the Total Payment Amount for each process date.

In some cases, you or one of your Receivables Customers may reverse a transaction for up to 60 days after it settled, or a transaction may be invalidated for fraud or some other reason, in which case the funds will be removed from your Payment Account long after initial deposit. You agree at all times to maintain sufficient funds in your Payment Account to satisfy all obligations including returns, reversals, and associated fees, and to add funds immediately if we notify you that your funds are insufficient. We may, at our discretion, contact your Payees regarding any payments to be made, or payments made, to Payees on your behalf, for any reason.

After the Process Date and prior to disbursement, funds will be held in a settlement account at the ODFI for your benefit as your agent. The funds will be comingled with funds of other Service customers; however, you are deemed the principal with respect to the funds in your subaccount. We will track the funds in each of our customers' subaccounts each day; however, it will not necessarily maintain and update subaccounts over the course of a day and, accordingly, account figures provided over the course of a day are provisional. This arrangement does not create a trust or other fiduciary obligations on the part of the ODFI. The ODFI will not engage in any discretionary activity with respect to your funds.

We reserve the right to suspend or cancel any payments if your account is not in good standing, and we reserve the right to debit your Payment Account to pay fewer than all invoices scheduled for any process date or on another date if the payment instructions you specified are rejected for insufficient funds. We will credit back to the Payment Account any debits made to fund cancelled payments; provided, however, you authorize us, in our sole discretion, to withhold and collect from such amounts any service fees or other amounts owed under this Agreement.

e. Returned Transactions

Payees or the United States Postal Service may return payments for various reasons such as, but not limited to, Payee's forwarding address expired, invalid bank routing number, invalid bank account number, Payee remittance address is not correct, Payee is unable to identify an account, or a Payee account is paid in full. In addition, a Payee may refuse to accept a payment. If any type of return occurs which is not caused by our negligence we will have no liability for any resulting loss or damage. We will use commercially reasonable efforts to provide you with notice of returned payments and will void and credit payments.

You agree that we shall not have any liability for any such returned payments. Unless otherwise directed, we will void such payments. You hereby authorize us to credit such payments to your Payment Account through the ACH.

f. Prohibited Payments

Tax payments, payments to settle securities transactions, and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The limited warranty as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. You agree not to use the Services to process payments that contain PHI or are related to healthcare services rendered to patients.

g. Payment Review

We review all payments for risk and for compliance with law, including without limitation anti-money laundering laws and regulations issued by the Office of Foreign Asset Control. In our discretion, we may place a hold on a payment for as long as reasonably required to conduct an appropriate inquiry regarding you, the Payee, the Customer, a bill, payment history, and other relevant circumstances and factors. Depending on the results of this review, we may clear the payment, reverse the payment, or hold the payment pending instructions from a government agency. At any time, a payment processed through your Payment Account may be reversed.

h. Payment Cancellation Requests

Scheduled payments may be cancelled, rescheduled or modified by following the directions on the Service. There is no charge for canceling, rescheduling or modifying a payment before it is processed. However, once we have begun processing a payment, it cannot be cancelled, rescheduled or modified, and you must submit a stop payment request.

i. Stop Payment Requests

Our ability to process a stop payment request depends on the payment method and whether or not a check has cleared. We must have a reasonable opportunity to act on any stop payment request after a payment has been processed. Although we will use commercially reasonable efforts to accommodate stop payment requests, we will not have any liability for failing to do so.

ii. License

a. Grant

Subject to the terms and conditions of this Agreement, we hereby grant you a personal, limited, non-exclusive, nontransferable license to access and use the software that enables

the Services, together with any updates, bug fixes, help content, and other related materials that we provide to you (collectively, the "**Software**") during the term of this Agreement.

b. Restrictions

You shall not, and you shall not enable any third party, to (a) access or attempt to access any other of our systems, programs or data that are not available for public use; (b) copy, reproduce, republish, upload, post, transmit or distribute in any way material from the Site; (c) work around any technical limitations in the Software, or decompile, disassemble or otherwise reverse engineer the Software except as otherwise permitted by applicable law; (d) perform or attempt to perform any actions that could interfere with the proper operation of the Software or Services, prevent access to or use of the Software or Services by our other licensees or customers, or impose an unreasonable or disproportionately large load on our infrastructure; or (e) otherwise use the Software except as expressly allowed under this agreement.

c. Reservation of Rights and Ownership

The Software is licensed and not sold, and we and our licensors retain all rights not expressly granted to you in this Agreement. The Software is protected by copyright, trade secret, and other intellectual property laws. We and our licensors own the title, copyright and other worldwide intellectual property rights in the Software and all copies thereof. This Agreement does not give you any rights in our, or our licensors, trademarks or service marks.

iii. General Terms

a. Limited Warranty

We warrant to you that the Services will perform substantially in accordance with the description on the Site. If the Services do not conform to the foregoing warranty, we shall use commercially reasonable efforts to correct the Services. If we are unable to correct the Services using commercially reasonable efforts, your sole and exclusive remedy shall be to stop using the Services and cancel your subscription.

We will use commercially reasonable efforts to make all payments in accordance with Payment Instructions. If we cause an incorrect amount of funds to be removed from your Payment Account or cause funds from your Payment Account to be directed to a Payee that does not comply with the Payment Instructions, or if we fail to issue a payment (each an "**Error**"), we shall use commercially reasonable efforts to return the improperly transferred funds to the Payment Account, direct any previously misdirected payments to the proper Payee, and, if applicable, provide reimbursement for any assessed late fees and interest charges, provided that the payment was scheduled correctly and in accordance with the Agreement.

Notwithstanding the foregoing, we shall not incur any liability for any Error resulting from

any of the following circumstances: (i) there are insufficient funds in the Payment Account; (ii) the ACH Network or other payment processing center is not working properly; (iii) the Payment Account information or the Payment Instructions are inaccurate, incomplete or out of date; or (iv) as a result of our payment review.

If you believe you are entitled to payment under this limited warranty, you must notify us as soon as you learn of the Error (and in no event later than thirty (30) days after the earlier of when the payment is due or made). You must cooperate fully with our remediation efforts by contacting the Payee, contacting your bank, contacting the Payee's bank, making information or funds available, executing all documents and taking all other actions reasonably requested to correct or mitigate the Error.

THE FOREGOING SETS FORTH THE SOLE AND EXCLUSIVE REMEDY AND OUR FULL AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY.

1. Warranty Exclusions

Our limited warranty is subject to the following exclusions:

- i You assume sole responsibility and liability for results obtained from the use of the Service.
- ii We shall not have any liability for any claims, losses, or damage caused by errors or omissions in any information provided to us in connection with the Service or any actions taken by us in accordance with directions provided by you.
- iii We shall not have any liability for any claims, losses or damages arising out of or in connection with use of any third-party products, services, software or websites that are accessed via links on the Site.
- iv We shall not have any liability for any error or failure that is due to causes beyond its reasonable control, including without limitations, strikes, riots, insurrection, war, military or national emergencies, acts of God, natural disasters, fire, outages of computers or associated equipment, or failure of transportation or communication methods (including the Internet) or power supplies.

1. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, ERRORS, OR OTHER PROGRAM LIMITATIONS, OR THAT ALL ERRORS WILL BE CORRECTED. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

b. Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. WE WILL NOT BE LIABLE FOR ATTORNEYS' FEES, EXCEPT AS REQUIRED BY LAW.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICES EXCEED THE TOTAL FEES PAID TO US FOR THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENTS THAT GAVE RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

c. Acknowledgment

The parties acknowledge that the limitations and exclusions contained this Agreement represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the service fees paid. Without limiting the generality of the foregoing, the parties acknowledge and agree that (1) the provisions hereof that limit liability, disclaim warranties or exclude consequential damages or other damages or remedies shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach hereunder, and (2) all limitations of liability, disclaimers of warranties, and exclusions of consequential damages or other damages or remedies shall remain fully valid, effective and enforceable in accordance with their respective terms, even under circumstances that cause an exclusive remedy to fail of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, LIABILITY OR CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.

d. Amendments

We reserve the right to modify the terms and conditions of this Agreement at our discretion. If the revised terms and conditions or policies are not acceptable to you, your sole and exclusive remedy shall be to stop using the Service and notify us of your intention. Continuing to use the Service constitutes acceptance of the revised terms and conditions of the Agreement. Except as expressly provided herein, this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

e. Terminating Service

You may terminate the Service at any time by contacting us and ceasing further use of the Service, provided that all your payments in the Services have cleared. We may terminate the Service at any time, for any reason (including failure to pay service fees or inactivity). We try to notify you in advance, but are not obligated to do so.

f. Password and Security

You shall not give or make available passwords or other means of accessing the Service or your Payment Account to any unauthorized individuals. If you allow someone access to your e-mail and password, you are authorizing that person to use the Service and are responsible for all transactions that person performs, even if you did not want them performed, and even if they are fraudulent.

If you designate yourself or any other person as a user in your instance of the Services, you thereby represent and warrant that each such user is authorized to initiate debit or credit entries, as applicable, to the Payment Account under the rules of the bank holding the Payment Account (subject to any approvals you have set up in the Services).

You must notify us immediately upon any suspicion that a password has been lost or stolen or that someone has attempted or may attempt to make payments or otherwise use the Service without authorization. We will not have any liability to you for any unauthorized payment or transfer made using your Payment Account or password that occurs before you have notified us of the possible unauthorized use and we have had reasonable opportunity to act on that notice. Accordingly, you should log into the Services regularly and review your transaction history for unauthorized transactions or access.

g. Consent to Electronic Disclosures

By creating a login and password for the Service, you agree to receive information electronically through the Service and at the e-mail address you provide. This information may include information regarding the Agreement, including legal disclosures, future changes to the Agreement, and other notices, legal communications or disclosures. You agree to notify us promptly if your email address changes. You confirm that the computer and browser you are using enable you to receive, access, and retain this information, and that you can print copies for your records.

h. Taxes

It is your responsibility to determine what, if any, taxes apply to all payments made through the Service, and to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to these payments, or for collecting, reporting or remitting any taxes arising from any payments.

i. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any third party, directly or indirectly affiliated with us. We may also assign or delegate certain of its rights and responsibilities under this Agreement to subcontractors, agents, independent contractors or other third parties.

j. Indemnity

You agree to indemnify and hold us and our respective officers, directors, employees, agents and representatives harmless (including payment of reasonable attorney's fees) against any and all liability to third parties arising out of, or in connection with your use of

the Service (including without limitation any liability related to your use of PHI in your instance of the Services), any actions taken by us pursuant to your instructions, or your breach of this Agreement.

k. No Waiver

We shall not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on the part of us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

l. Governing Law

This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Pennsylvania, without regard to its conflict of law provisions.

m. Protected Health Information

You agree not to store documents or other data containing PHI in your instance of the Services. You agree not to process payment transactions through your instance of the Services that contain PHI or are related to healthcare services rendered to patients.

Revision Date: February 26, 2023