

# FINASTRA

## ADDITIONAL ITEM PROCESSING SERVICES

The following additional Item Processing Services shall be available for purchase by Customer upon the terms and conditions set forth below. To purchase any such Services, Finastra and Customer shall execute a separate Order Request describing the pricing and any applicable additional terms and conditions.

### **1. BRANCH CAPTURE EXPRESS**

If Customer purchases the "Branch Capture Xpress" Service, the following terms and conditions apply:

- 1.1. Finastra shall follow such procedures and time schedules it deems appropriate to timely transmit checks imaged by Customer ("Item Images") at designated Customer locations ("Customer Locations") in accordance with the applicable specifications.
- 1.2. Customer shall be responsible for retransmitting or recapturing and retransmitting Item Images not received by Finastra or received in a form and format not approved by Finastra. Customer shall utilize internal documents that will result in the system recognition read rates being in excess of seventy percent (70%). Customer shall assist Finastra in researching out-of-balance items at each Customer Location.
- 1.3. Customer shall be solely responsible for providing capable technical resources to assist Finastra with the installation of Finastra-supplied hardware at each Customer Location, providing a qualified individual for tier-one problem support for all Customer Locations, and working with the Finastra support team to resolve issues as they arise. Customer shall be solely responsible for maintaining its equipment.
- 1.4. Finastra shall: (a) when contracted, acquire and install hardware and software at the Customer Location(s); (b) provide conversion services required to implement a mutually agreed upon number of Customer branch locations for the fee set forth in the pricing attachment; (c) process Customer's data and report processing results; (d) receive Item Images from the Customer Locations by the timeframes established by Finastra; (e) provide training; (f) provide one (1) copy of user documentation; and (g) provide support via telephone during Finastra business hours. Charges for such services will be due and payable in accordance with the terms set forth in the applicable Order Request. Customer and Finastra will mutually agree upon a business design and implementation plan detailing responsibilities, accountabilities, tasks and timelines. If Finastra is requested to perform maintenance or support at the Customer Location, Finastra will provide these services at its then-current programming hourly rate plus materials and any travel related expenses.

### **2. IMAGE INTERFACE ACCESS**

If Customer purchases the "Image Interface Access" Service, the following terms and conditions apply:

- 2.1. Finastra shall follow such procedures and time schedules it deems appropriate to timely provide Customer with access to the Finastra image interface access system. This Service is designed to enable the access, retrieval, and transfer of a single Item Image from the Finastra image archive to the Customer's internet banking application for presentation of a single Item Image per request.
- 2.2. Customer shall have sole responsibility for user authentications, data encryption, firewall protection, and security management related to connecting and using the system and accessing the Finastra image archive with network connectivity in accordance with the applicable specifications.
- 2.3. Customer shall provide Finastra the information necessary for the implementation and testing of the system, and shall grant Finastra access to the data generated by the system for support purposes.
- 2.4. This Service will be available twenty-four (24) hours per day, seven (7) days per week; provided, however, that Finastra reserves the right to suspend availability of this Service for the purpose of maintenance or updating the system. Finastra will attempt to provide Customer with at least seventy two (72) hours prior notice of Finastra's maintenance on the system.

### **3. TRANSACTION ACCOUNT PROTECTION**

If Customer purchases the "Transaction Account Protection" Service, the following terms and conditions apply:

- 3.1. Finastra shall follow such procedures and time schedules it deems appropriate to timely provide this Service.
- 3.2. Customer shall have sole responsibility for submitting an implementation and testing plan of the transaction account protection services. Customer shall have sole responsibility for making timely return item decisions as set forth in the applicable specifications ("Pay Decisions"). Customer shall authorize Finastra to return and qualify no-pay check items in accordance with the Pay Decisions. Customer shall have sole responsibility for returning any other electronic items that are marked as "no-pay" and for the update of accounts for any items returned whether checks or electronic transactions.
- 3.3. Customer shall have sole responsibility and liability for payment of all items, whether or not the item passed the scrutiny of the system, and hold harmless Finastra from any related claims and if applicable, be responsible for all liabilities associated with printing of substitute check items associated with IRD Print.
- 3.4. Finastra shall: (a) provide Customer access to and the use of the Service to assist Customer in making Pay Decisions; (b) process Customer's Data utilizing the Service and report processing results to Customer; (c) provide training; (d) provide one (1) copy of user documentation; and (e) provide support during Finastra business hours.

### **4. FORENSIC SIGNATURE VERIFICATION**

If Customer purchases the "Forensic Signature Verification" Service, the following terms and conditions apply:

- 4.1. Finastra shall follow such procedures and time schedules it deems appropriate to timely provide Customer access to and use of this Service.
- 4.2. Customer shall provide the resources and specifications necessary to install, implement and test this Service, and install all Finastra-provided enhancements and corrections in the manner instructed by Finastra. Customer shall also provide adequate resources to maintain the integrity of the database information. Customer grants Finastra access to data generated by this Service for support purposes. Customer shall make its "pay-no-pay" Pay Decision by a mutually agreed upon time and shall restrict usage of this Service to its stated purpose. Customer shall have sole responsibility for the update of accounts for any items returned.

- 4.3. Finastra shall: (a) provide Customer with access to and use of this Service to assist Customer in making Pay Decisions; (b) process Customer's data utilizing this Service and report processing results to Customer; (c) provide training; (d) provide one (1) copy of user documentation; and (e) provide support during Finastra business hours.