

PINACLE® Cash Forecasting

Definitions.

The following Definitions shall apply to the capitalized terms herein. Any capitalized terms used herein that are not defined in this Service Schedule shall have the meanings set forth in the Agreement.

- **“CFS Forecasts”** means the various forecasting, reports and modeling of projected financial needs and considerations based on the Data entered.
- **“CFS System”** means collectively the portals, systems, artificial intelligence, machine learning, computer programs and all related components thereof that in any way assist with generating the CFS Forecasts and supplying the Service.
- **“Data”** means any financial or other data and information provided for use with this Service.
- **“Discussions”** means design and feedback sessions to discuss the use and experiences with the Service during the Usage Term.

PINACLE® Cash Forecasting provides a way for Customer to forecast your future account balances, receivables and payables flow through use of machine learning and artificial intelligence modeling based on Data you provide or that is uploaded from PINACLE® Reporting to our CFS System. Your financial data will allow you to generate CFS Forecasts to assist with your financial planning.

Limitation of Use.

Customer shall only use the Service for you and/or your affiliates and shall not manually input Data on behalf of any other entities into the CFS System. Customer shall only use the Service and CFS Forecasts for your own benefit. Customer shall not use the Service to create cash forecasting, projections or modeling for or about any entity other than you or your affiliates. Use of the Service for any purpose other than your own use of CFS Forecasts of your own finances, or the finances of an affiliate, is strictly prohibited and shall be a material violation of the Agreement.

Customer shall not supply CFS Forecasts to any third party for any reason. Customer agrees that you are the end user of the CFS Forecasts and will not provide CFS Forecasts to any other person or entity, such as your customers, suppliers, creditors, or any other party for their use or reliance. Customer may not sell, resell, sublicense, or otherwise transfer any part of the Service or the CFS Forecasts to any person or entity. Neither Customer nor any other party may rely on the CFS Forecasts as an accurate or firm representation or guarantee of your financial condition or stability. PNC reserves the right to decline to provide CFS Forecasts if PNC believes such CFS Forecasts will be used in a manner that is not compliant with the terms of this Agreement or any law or regulation.

Compliance.

Customer agrees to comply with all applicable laws, regulations, and rules and that you will not use this Service for any unlawful or unpermitted purpose. Customer agrees that you will comply with all the documentation PNC provides to you at implementation that will identify additional requirements for use of this Service. The Service may not work or may not work correctly if you do not comply with instructions and/or documentation.

Reliance on Results Generated by the Service.

The Service is dependent on the proper, accurate and complete entry of Data, by Customer if you manually upload your data. The accuracy and reliability of CFS Forecasts should increase with the more Data and data points properly entered into the CFS System when manually uploading data, that cover longer continuous periods of time, so long as you adjust the Data to take into account outlying data points. While CFS Forecasts can be valuable tools, they cannot anticipate all future cash needs with flawless accuracy. The CFS Forecasts generated by the Service

are calculated approximations of needs and may contain suggested courses of action, which have the potential to assist you in anticipating upcoming financial needs. In all instances, Customer should carefully review CFS Forecasts against your own educated calculations. The Service is a tool to assist with financial forecasting but does not replace common sense and the need for diligence with regard to current and future financial situations. Customer understands and agrees that PNC shall have no liability to you in connection with any CFS Forecasts or your use of the Service generally.

Right to Review, Utilize and Share Data.

Customer agrees that PNC, for the purpose of enhancing the Service and our relationship with you, may access, review, utilize and share with our affiliates and subcontractors (so long as such affiliates and/or subcontractors are bound by confidentiality provisions no less strict than PNC has agreed with you in the Agreement) any Data that you provide to us. The Data you enter will be used, among other things, by our systems to enhance and further the machine learning and artificial intelligence related to the Service. In all events, PNC shall have a perpetual and irrevocable right to retain Data provided by you related to the Service, subject at all times to the Confidentiality provisions of the Agreement; and PNC shall not share or disclose the Data other than as may be expressly permitted herein or as required by regulation or law. While PNC may use and share your Data in strict accordance with the Agreement, in no event will PNC use or disclose your Data in a format or manner that a third party would be able to easily discern you are the source of the Data, unless the disclosure of the Data in such an identifiable form is required by law or regulation.

Retention and Disposal of Information and Data.

PNC may retain Data that Customer has entered into the CFS System for use with Service throughout the term of your relationship with us, and thereafter. PNC may dispose of Data that Customer provides to us at our discretion and as we see fit. PNC has no obligation to maintain the Data for any specified period of time, or in any particular format or manner, nor is PNC under any obligation to provide Data back to you. Customer shall not expect PNC to warehouse your Data as a backup for you or expect PNC will provide it back to you at a future time. Customer shall not be entitled to request, nor shall PNC be obligated to provide Customer with, copies of any Data you have provided related to the Service. PNC makes no representations or warranties as to prevention of data loss or maintaining the integrity of your Data. In the event PNC agrees, in our sole and absolute discretion, to provide Customer with copies of any Data you submitted to us, PNC makes no representations as to its completeness or accuracy, and Customer waives any and all claims that you may have regarding the Data provided to you.

Ownership of CFS Forecasts

PNC retains the ownership of any and all CFS Forecasts; however, Customer shall have the right to retain and use copies of CFS Forecasts in accordance with this Agreement, including beyond the termination of your relationship with the PNC. So long as Customer retains any CFS Forecast beyond the termination of the Agreement, your obligations under this Agreement related to such CFS Forecast shall also survive termination and continue, until such time as you securely destroy the CFS Forecast(s).

Ownership of Intellectual Property

PNC retains all rights and interests in the Service, the related machine learning, algorithms, formulas, artificial intelligence, and intellectual property. Customer shall not attempt to reverse engineer, otherwise decipher, study or inspect any of our intellectual property, including but not limited to computer code, formulas, and algorithms. PNC shall have the exclusive ownership and rights to any derivative works, enhancements, add-ons or customizations associated with the Service, including but not limited to intellectual property developed for Customer's use, at your request, in cooperation with you, and/or by PNC. To the extent Customer may have any claims or rights to intellectual property that in any way related to the Service, Customer hereby assigns it to us. To the extent a right or claim is not assignable to PNC, Customer shall provide us with the broadest possible, irrevocable and unlimited license to use the intellectual property in perpetuity. PNC shall have the right to use our intellectual property in any way we see fit, and in no event shall Customer have the right to restrict our ability to use PNC's intellectual property, including our ability to use it with any of other PNC customers.

Customer Care and Communication of Issues or Concerns.

Customer acknowledges and understands that the Service, including the CFS Systems are designed to learn as it is exposed to more scenarios and data. At all times, it remains important that PNC may observe the performance of the Service, along with the related user experience, and we may make adjustments to the Service and the CFS System as PNC sees fit to improve accuracy, develop and enhance the Service. If Customer uses the manual option, Customer agrees to make good faith efforts to only input Data into the CFS System that reflects your regular course of business and use the Service in a manner that is commercially reasonable and prudent. Customer understands that improper use of the CFS System or entering improper Data may negatively impact the CFS System, CFS Forecasts and may result in harm or damage to PNC.

Customer is required to proactively communicate to PNC on a timely basis any perceived issues, concerns, or errors noticed or experienced with the Service, including the perceived level of accuracy in the CFS Forecasts; and upon reasonable request, Customer agrees to provide additional information regarding the same to PNC in a timely manner.

No Authorization of Funds Transfers or Transactions.

The Service only provides cash forecasting through CFS Forecasts and does not involve the actual movement of funds. Nothing in the Agreement shall authorize, condition, or otherwise link this Service with the actual movement of funds. Any decision by Customer to move, take any actions, or refrain from any actions related to your funds, whether or not based on CFS Forecasts, are done outside of this Service and at your sole and absolute discretion.