

## PINACLE Connect® Service

PNC's PINACLE Connect® Service allows the customer to send and receive information directly in third party platforms, such as Enterprise Resource Planning (ERP) systems, Treasury Workstations and other platforms offering financial services capability. This Service generally allows for the transfer of deposit account data, as well as issuance of electronic payment orders and payment order status updates. Available features and functions may vary across the various third-party platforms for which PINACLE Connect integrations are available.

### PNC Obligations:

- PNC will update the Service and documentation from time to time and may add or remove functionality. PNC will provide notice to the customer in the event of material changes, additions or removal of functionality from the Service.
- This Service uses standard API authentication protocol Open Authorization (OAuth2) for API security. PNC will provide required client secret API keys and access tokens for production and test transactions.
- The customer will be able to authorize the use of this Service with the PINACLE Administration module. PINACLE administrators will be able to authorize and de-authorize the use of the Service feature(s) and will be able to define PINACLE operator credentials that may be used for certain Service feature(s).

### Customer Obligations:

- PNC considers any transaction submitted via the Service to be sent with a valid PINACLE operator credential and to be a valid and authorized transaction. The customer is responsible for auditing and securing the functions which the customer's operators can perform through the customer's systems with the Service.
- PNC reserves the right to suspend or terminate the customer's access to the Service, if the customer uses the Service in a way that is inconsistent with the customer's intended usage during the certification process or our documentation. In the event that either the customer or PNC terminate this Service for any reason, the customer will promptly discontinue the customer's use of the Connectivity Platform and completely, securely and permanently delete the Connectivity Platform.
- The customer agrees to comply with any additional requirements, authorizations or other information as required by each specific Service and other product or service provided by PNC, including with any payment instruction requirements.

### PINACLE Connect Through Connection Providers:

In certain situations, the PINACLE Connect Service may be implemented using a third-party service provider. If the customer is eligible, the customer may use the Service in accordance with PNC's documentation and the PINACLE Terms and Conditions.

This Service uses a third-party service provider (together with its affiliates, "Connection Provider") to facilitate the transfer of information about the customer's Account(s) from PNC to the customer's designated ERP Service Provider ("ERP Service Provider") and the transfer of the customer's data and instructions (including payment instructions) from the customer's ERP Service Provider to PNC. In order to use this Service, the customer will need to install software (e.g., a plugin) provided to the customer by the Connection Provider, or use other connectivity means as directed by the Connection Provider, which enable such transfer through the Connection Provider's platform (the Connection Provider's software and any such connectivity means, together with its platform, the "Connectivity Platform"). Before the customer uses this Service, the customer must notify PNC and meet all PNC's requirements. For the avoidance of doubt, the customer's ERP Service Provider is an agent of the customer, and any action taken by ERP Service Provider shall be considered an action taken by the customer under this Agreement, and not by PNC. The customer's ERP Service Provider is not PNC's agent, supplier or vendor.

PNC and Connection Provider are in no way responsible or liable for: the products or services provided by the ERP Service Provider; the customer's use of the products or services provided to the customer by the ERP Service Provider; the actions or omissions of the customer's ERP Service Provider; any data, information or instructions provided to PNC by the customer's ERP Service Provider, including but not limited to any errors or issues associated with such data, information or instructions; or the customer's ERP Service Provider's failure to maintain the confidentiality or security of the information and data provided by PNC to the customer's ERP Service Provider via the Connection Provider. PNC's records are the official records of the customer's Account(s), Services or other products and services provided by PNC and not the ERP Service Provider's records. PNC is not responsible for what ERP Service Provider may do with the data or information it receives from PNC. If the ERP Service Provider sends data, information or instructions to PNC, then PNC can rely on the data, information and instructions, as if received directly from the customer, and PNC has no obligation to confirm its accuracy, unless otherwise instructed by the customer. PNC is in no way responsible or liable for the acts or omissions of the Connection Provider including, but not limited to, any data, information or instructions sent by the customer's ERP Service Provider to PNC via the Connection Provider, or the customer's use of the Connectivity Platform provided to the customer by the Connection Provider.

The customer may not use this Service for any purpose, function or feature not described in the documentation or otherwise communicated to the customer by PNC. Before the customer uses this Service, PNC will review and certify the customer's eligibility and fit for the service. PNC will update the Service and documentation from time to time and may add or remove functionality. PNC will provide notice to the customer in the event of material changes, additions or removal of functionality from the Service.

This Service uses standard API authentication protocol, OAuth2, for API security. PNC will provide required customer secret API keys and access tokens for production and test transactions.

The customer will be able to authorize the use of this Service with the PINACLE Administration module. PINACLE administrators will be able to authorize and de-authorize the use the Service feature(s) and will be able to define PINACLE operator credentials that may be used for certain Service feature(s). PNC considers any transaction submitted via the Service to be sent with a valid PINACLE operator credential and to be a valid and authorized transaction. The customer is responsible for auditing and securing the functions which the customer's operators can perform through the customer's systems with the Service.

PNC reserves the right to suspend or terminate the customer's access to the Service, if the customer uses the Service in a way that is inconsistent with the customer's intended usage during the certification process or PNC's documentation. In the event that either the customer or PNC terminate this Service for any reason, the customer will promptly discontinue the customer's use of the Connectivity Platform and completely, securely and permanently delete the Connectivity Platform.

The customer agrees to comply with any additional requirements, authorizations or other information as required by each specific Service and other product or service provided by PNC, including with any payment instruction requirements.

In addition to the customer's other indemnification obligations under this Agreement, the customer agrees to indemnify PNC and Connection Provider from any and all claims, damages, losses, liabilities, costs, expenses (including all fees of counsel with whom PNC or Connection Provider may consult and all expenses of litigation or preparation therefor), fines or penalties in connection with or arising out of: the acts or omissions of the customer's ERP Service Provider, any unauthorized or unlawful access to, or use, loss or disclosure of any information about the customer's Account(s) provided by PNC to the customer's ERP Service Provider, or the customer's use of the customer's ERP Service Provider in connection with this Service.

Ownership:

This Service and the Connectivity Platform contains valuable intellectual property rights and are propriety to PNC and PNC's licensors, including but not limited to Connection Provider, and title thereto remains with PNC and PNC's licensors. The customer does not acquire any rights, express or implied, in this Service or any third-party software incorporated therein other than those specified in this Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in this Service are and shall remain with PNC, PNC's licensors or the Connection Provider.

Restrictions:

The customer agrees that the customer will not, and will not request, assist or enable others to, do any of the following in relation to the Services and Connectivity Platform: (a) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile any part thereof; (b) delete or modify any intellectual property and/or confidentiality notices that may be incorporated therein; or (c) use the Connectivity Platform to operate or manage the business operations of any third party, or otherwise upon the instructions or on behalf or for the benefit of, any third party (including as part of any application service provider, service bureau, "white labeling", "private labeling", facilities management, timeshare, or other similar arrangements or services); or (d) otherwise use or reference the Connectivity Platform to build a product or service competitive with the Connectivity Platform or that uses similar ideas, features or functions as the Connectivity Platform.

Third Party Beneficiaries:

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) CONNECTION PROVIDER IS A THIRD-PARTY BENEFICIARY OF THESE PINACLE CONNECT SERVICE TERMS AND CONDITIONS, AS WELL AS THE LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT; (B) IN RELATION TO THIS SERVICE, THE TERM "INDEMNIFIED PARTIES" AS USED IN THE GENERAL TERMS AND CONDITIONS TO THIS AGREEMENT ALSO INCLUDES CONNECTION PROVIDER; AND (C) AS BETWEEN THE CUSTOMER AND THE CONNECTION PROVIDER, THE FOLLOWING ADDITIONAL TERMS REQUIRED BY THE CONNECTION PROVIDER SHALL APPLY (WHICH TERMS SHALL PREVAIL TO THE EXTENT OF ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL TERMS AND CONDITIONS):

- The customer's permission to use the Service and Connectivity Platform is based on the assumption that all payments to be made based on information or instructions provided through the Service and Connectivity Platform have been approved by the customer's representative duly authorized to so approve the payments, through an authorization process determined by PNC (the "Approval Process").
- In any event, if Connection Provider is held liable to the customer for any reason whatsoever in connection with the Connectivity Platform or Service, the customer agrees that the Connection Provider's aggregate liability shall not exceed Five Thousand U.S. Dollars (US \$5,000).
- THE PLUGIN IS PROVIDED "AS IS" AND CONNECTION PROVIDER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONNECTION PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT THE PLUGIN, OR RESULTS OF THE USE THEREOF, WILL MEET THE CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE.
- THE CUSTOMER AGREES THAT THESE TERMS, INCLUDING IN PARTICULAR THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH HEREIN, ARE FAIR AND REASONABLE IN LIGHT OF THE FOREGOING AND APPROPRIATELY ALLOCATE RISK, AND CONNECTION PROVIDER HAS RELIED UPON THESE TERMS IN PROVIDING THE CUSTOMER WITH ACCESS TO THE PLUGIN. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL APPLY (A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND (B) WHETHER ANY CLAIM IS BROUGHT BY THE CUSTOMER DIRECTLY AGAINST CONNECTION PROVIDER OR OTHERWISE (E.G., THROUGH PNC), AND REGARDLESS OF THE

LEGAL THEORY OR CAUSE OF ACTION (WHETHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).