SYNOVUS®

Information Reporting Service Addendum

Synovus Treasury Management Services Information Reporting Services Addendum

- 1. Acceptance of Information Reporting Services. By selecting the Information Reporting Services (the "Information Reporting Services") on the Enrollment Form, you agree to the terms of this Information Reporting Services Addendum (the "Information Reporting Services Addendum") and this Information Reporting Services Addendum hereby becomes a part of the Master Services Agreement for Treasury Management Services (the "Master Services Agreement") and, together, this Information Reporting Services Addendum and the Master Services Agreement shall constitute one "Information Reporting Services Agreement," for the Information Reporting Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Information Reporting Services. Customer acknowledges the receipt of a copy of this Information Reporting Services Addendum and the current Master Services Agreement. This Information Reporting Services Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Information Reporting Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
- 2. The Information Reporting Services. Under this Information Reporting Services Addendum, Bank provides multiple channels for sending or receiving data, files, and reports regarding Customer's Account activity between Bank and Customer. The Account information selected by Customer for the Information Reporting Services is referred to in this Information Reporting Services Addendum as "Information." Depending on the Information Customer selects for the services, Bank may use the Synovus Gateway, or secure File Transfer Protocol (FTP) method to send or receive information.
- 3. QuickBooks Software. Before you may use the Direct Connect Service, you must have separately purchased and installed Intuit QuickBooks® or Quicken® software. The software must be a version that is compatible with our Direct Connect Service. You acknowledge and agree that we have no responsibility for, we make no representations or warranties of any kind with respect to, and we have no liability for QuickBooks or Quicken software or any software materials provided in connection with such software. QuickBooks and Quicken are registered trademarks of Intuit, Inc. (hereinafter referred to as "QuickBooks"). The Direct Connect Service allows you to access certain accounts through QuickBooks. You may access the Synovus Bank checking, savings, money market, or other deposit accounts ("Accounts") we have included in your setup of the Direct Connect Service through the QuickBooks software. Through your QuickBooks software application, you may view balance and transaction information for those Accounts included in your Direct Connect Service setup and download financial information from those Account. You are solely responsible for granting permissions to your users who are authorized to use your QuickBooks software application to access those Accounts included in your Direct Connect Service setup.
- 4. Technical or Service Requirements. The Information provided under this Information Reporting Services Addendum must be in a format approved by Bank and shall contain such Information as required by Bank. Customer agrees to provide Bank with sample data, file format requests, and other information reasonably required by Bank in order for Bank to perform the Information Reporting Services. Customer will participate in testing of the Information Reporting Services before the services are put into production. Customer acknowledges that Bank's timely provision of the Information Reporting Services files is dependent upon receipt of information from Customer and third parties, on the availability of the Internet and third-party telecommunication services, and on other third-party service providers.
- 5. Transmission Means. The approved transmission methods, set-up, and procedures will be provided by Bank. Customer and Bank may share or transmit data using FTP. FTP is a standard network protocol and is used to transfer files over a network. FTP uses separate controls and data connections between the Customer and the server.
- 6. Ordinary Care. In performing the Information Reporting Services, Bank shall exercise ordinary care, subject to the limitations set forth in this paragraph or elsewhere in this Information Reporting Services Addendum. Customer agrees that Bank shall be deemed to have exercised ordinary care in the performance of the duties required of Bank under this Information Reporting Services Addendum if Bank substantially follows the procedures and practices set forth herein and in the Enrollment Form. Customer understands that internetworking communications utilizing public access facilities may not be accurate, secure, or available and that such communications may be subject to interception, loss, distortion, disruption, or unavailability. Bank shall not be responsible or liable for any function or malfunction of equipment, software, or services, including, but not limited to, any damages or losses relating to the transmission or nontransmission of Information.
- 7. Changes in Information Reporting Services. Bank may withdraw or modify the Information Reporting Services as provided in the Master Services Agreement. Customer may request changes to or additional services by entering into one or more new Enrollment Forms with Bank, subject to Bank's approval.
- 8. Miscellaneous. Customer agrees that Information Reporting Services will be used only for valid commercial purposes in the ordinary course of Customer's business and not for personal, family, or household purposes or for any person or entity other than Customer.