

API and Connectivity Master Service Gateway Access Service Description

- A. API Gateway Access Service.** This API and Connectivity Master Service Gateway Access Service Description is entered into by and between Banc of California ("Banc") and the undersigned ("Customer"), as of the effective date below. In conjunction with certain services provided under the Master Treasury Management Services Disclosure and Acceptance of Treasury Management Services previously accepted by Customer ("Master Agreement"), Customer has requested access to one or more of the Services through an application programming interface ("API") contracted by Banc ("API Gateway"). Additionally, if Customer is approved by Banc for access, API Gateway access may be compatible with certain third party financial management software programs ("Program(s)"). Some Services will not be eligible for API access and Banc may add to or delete from the list of API compatible Services at any time and in Banc's sole discretion. Banc may require Customer to agree to additional terms as a condition to enabling any of the API compatible Services, including separate enrollment(s). The fact that Customer has enrolled in and activated their API Gateway access, does not automatically mean that Customer has been approved to utilize any particular API compatible Service. Customer's request to opt-in to available API compatible Services will be subject to Banc's prior and ongoing approval.
- B. CUSTOMER'S ATTENTION IS DRAWN TO THE ARBITRATION AGREEMENT, VENUE AND APPLICABLE LAW PROVISIONS WITHIN THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE UNDER WHICH MOST CLAIMS MUST BE RESOLVED BY ARBITRATION, AND NOT BY A COURT, JUDGE, OR JURY, AND CUSTOMER WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. CUSTOMER MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE PROCEDURE SET OUT IN THE ARBITRATION AGREEMENT WITHIN 30 DAYS OF SIGNING YOUR SIGNATURE CARD.**
- C. Master Treasury Management Services Agreement; Separate Service Descriptions.** This Service Description forms part of the Master Agreement. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. To the extent Customer is enrolled in additional Services under the Master Agreement, Customer's use of the API Gateway will also be subject to the terms and conditions of the separate Service Descriptions, as applicable. Defined terms in this Service Description shall have the meaning provided in the Master Agreement and Service Description(s), as applicable, unless otherwise defined in this Service Description. Customer's "Account" shall mean the account(s) accessible through the Services.
- D. API Access Credentials.**
1. Once Customer requests access to the API Gateway, opts-in to select API compatible Service(s), and has met any additional Banc requirements for access (including, but not limited to, completion of enrollment/opt-ins and questionnaires, testing, and acceptance of these and related terms), Customer will be given access credentials for Customer's API Gateway access ("API Access Credentials"). "API Access Credentials" mean the necessary security keys, secrets, tokens, or other credentials required to access the API Gateway that are issued by Banc or on Banc's behalf by its service provider. In addition to the API Access Credentials, Banc may require Customer to utilize other secure devices or protocols in order to access or use the API Gateway
 2. As to Customer's access to the API Gateway, including all Communications and other instructions, the API Access Credentials are the "Security Devices" as that term is defined and used in the Master Agreement. Customer agrees to keep its API Access Credentials secure and confidential. Customer further agrees not to sell, share, transfer, or sublicense Customer's API Access Credentials to any other party other than Customer's authorized employees or independent contractors in accordance with this Service Description. Customer agrees not to try to circumvent their API Access Credentials or use the API Access Credentials in any manner that would circumvent limits or restrictions on Customer's access to the API Gateway or use of the Services. CUSTOMER'S FAILURE TO PROTECT ITS API ACCESS CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO: (1) USE THE API GATEWAY AND SERVICES; (2) CHANGE, VERIFY, OR SEND DATA; (3) SEND INFORMATION TO, OR RECEIVE INFORMATION FROM, BANC; (4) ACCESS CUSTOMER'S ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA; AND (5) INITIATE TRANSFERS (INCLUDING PAYMENT ORDERS) FROM CUSTOMER'S ACCOUNT(S). Customer agrees to immediately report any unauthorized access or use of Customer's API Access Credentials, or security deficiencies in, or intrusions to, Customer's systems that Customer discovers (or is reported to Customer), to Banc at integrationsupport@bancofcal.com. Customer will work (and work with Banc, as applicable) to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruders. In the event of any security deficiency or intrusion involving the API Gateway, Customer will make no public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Banc in each instance.
 3. To the extent Customer uses the API Gateway to send communications to Banc, the term "Security Procedures," including "API Access Credentials" shall refer to the Security Procedures modified to exclude the authentication tools available to communications that are sent to Banc using the Banc's online platform. The API Access Credentials may not be as secure as the Security Procedures otherwise made available pursuant to the Master Agreement and applicable Service Descriptions ("Online Banking Security Procedures"), and some fraud protection programs offered by Banc for transactions conducted via the Service are not available to Customer as a result of Customer's use of the API Gateway.

4. Customer chooses to use the API Gateway instead of the Online Banking Security Procedures to transmit communications understanding that authenticating the transmission of such data by the API Access Credentials instead of the Online Banking Security Procedures may increase the risk of unauthorized transactions, and Customer accepts such increased risks.
5. Customer: (i) has determined that the API Access Credentials will provide a commercially reasonable method for verifying whether a communication is that of Customer and that as part of the review, Customer has considered the size, type, and frequency of the communications Customer normally makes or anticipates making, along with such other factors as Customer may deem relevant or appropriate; and (ii) Customer shall immediately notify Banc if Customer believes the API Access Credentials have been accessed or used by an unauthorized party.
6. Customer agrees that if the size, type or frequency of communications made by Customer or on Customer's behalf change such that the API Access Credentials no longer provide a commercially reasonable method of providing security against unauthorized communications, Customer shall immediately notify Banc.
7. Customer agrees that if Banc acts on a communication in compliance with the API Access Credentials, then Customer will be obligated on the communication, and it will be treated as Customer's communication, whether or not authorized by Customer. Further, regardless of whether or not Banc complied with the API Access Credentials, any communication received by Banc will be treated as Customer's and will bind Customer if the communication is delivered to Banc directly or indirectly by any authorized representative of Customer, or if Customer would otherwise be legally bound by the communication, regardless of whether the communication was erroneous in any respect or that any loss would have been prevented if Banc had complied with the API Access Credentials.

E. Customer's Additional Responsibilities. All Communications received by Banc through the API Gateway that occur using Customer's API Access Credentials are Customer's responsibility. Customer acknowledges that its decision to utilize the API Gateway to send a Communication to Banc, rather than to logon to an online platform that corresponds to a particular Service, will result in a lower level of protection against unauthorized access to Customer's financial information and transaction activity, including but not limited to transfers from Customer's accounts. Banc shall not be bound to inquire as to the authenticity of any Communication received through the API Gateway using Customer's API Access Credentials, unless Banc has received prior notification from Customer that the instruction was unauthorized and provided Banc receives such notice in a time and manner to enable Banc to respond prior to acting on the Communication.

Customer agrees that Banc will use the API Access Credentials to verify the authenticity of a Communication, but that the API Access Credentials are not designed to and are not used for the purpose of detecting error. Banc may offer to Customer or require Customer to use additional security authentication tools or methods from time to time. If Customer chooses not to implement supplemental authentication tools, Customer's access to some or all of Services may be limited. The term "API Access Credentials" will include any supplemental authentication tools that are offered to Customer by Banc for use in connection with the API Gateway. Customer's continued use of any modified API Access Credentials will evidence Customer's agreement that the modified API Access Credentials are commercially reasonable for Customer's use of the Service.

F. Safeguarding Obligations. In connection with Customer's safeguarding obligations, Customer will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the Service, the API Gateway, or any part of the API Access Credentials. Customer assumes all risks associated with disclosure of any part of the API Access Credentials to its employees. Customer agrees to limit disclosures of API Access Credentials to those employees or agents Customer will authorize to access Services on Customer's behalf, or who have a specific need to know. Customer agrees to follow all requirements and guidance that may be outlined in the Supporting Documents. Customer agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so. Customer shall be solely responsible for putting in place adequate controls to monitor the use of the Service and to restrict access to the API Gateway to those authorized by it for its own security. Customer acknowledges that Customer's systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. Customer shall be responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via the API Gateway or otherwise and the Banc shall not be liable for any loss or damage caused thereby. Customer shall not by any act or omission prejudice the security of the API Gateway (and shall ensure that its employees and other agents and representatives do not do so).

G. Limitation on Banc's Responsibilities. Banc is not obliged to act on a Communication that is not transmitted in accordance with the API Access Credentials. Banc may act on an incomplete Communication at its sole discretion, including but not limited to if in Banc's reasonable opinion, it contains sufficient information. Banc has no duty to discover, and shall not be liable for, errors or omissions made by Customer or the duplication of any Communication by Customer. If Banc takes any action not provided in the API Access Credentials in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing API Access Credentials. Notwithstanding any provisions herein to the contrary, Banc may refrain from executing any Communication if Banc believes that it may not have been authorized by the Customer or that there may be a security breach with respect to any account(s) affected thereby.

H. Customer's Agent. Customer may authorize a third party to access Banc's API Gateway, on Customer's behalf. Customer expressly agrees that Customer will be solely responsible and liable for all actions and inactions of Customer's agents (each an

“Agent”). Customer warrants to Banc that prior to authorizing Customer’s Agent to access the API Gateway, Customer will have conducted its own risk assessment over the Agent, including, without limitation, the Agent’s relevant experience and references, financial condition, enforcement actions, litigation and complaint history, outsourcing practices, internal controls, business continuity practices, insurance coverage, and privacy and security policies. Customer expressly assumes the risks associated with providing API Gateway access rights to Customer’s Agent, including providing Agent access to Customer’s Account information and the Agent’s ability to transact on Customer’s accounts. Banc will not be responsible, nor have any liability whatsoever for any services Customer receives from Agent. Banc reserves the right to require Customer to agree to additional terms and conditions as a condition precedent to Customer’s use of any agent or third-party vendor in connection with Customer’s access to the API Gateway. Customer expressly acknowledges that Banc will not control or oversee Agent’s activities or function capabilities. Customer has implemented and agrees to maintain its own system of monitoring Agent’s activity. Customer agrees that all acts and deeds of Agent under this Service Description are and shall be deemed to be the acts and deeds of Customer. Customer agrees to immediately notify Banc in the event the authority granted to Customer’s Agent is revoked or modified.

- I. **API Data.** Through API Gateway access, Customer or Customer’s Agent can access agreed upon balance, transaction details and other Account financial information (collectively, “API Data”) and, depending on the enrolled compatible Services, Customer or Customer’s Agent may be able to send Communications (including payment orders) to Banc. Since certain information and transactions may not be processed by Banc until after the close of Banc’s business day, some transactions may not be reflected in the API Data until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Banc assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the system, or unauthorized access to information once it has been accessed by Customer, Customer’s Agent or any Program(s). API Data will be deemed received by Customer when Banc makes the API Data available for access via the API Gateway. Customer acknowledges that as between Banc and Customer’s Agent, API Data is Customer Agent’s responsibility once accessed by Customer’s Agent and that API Data may be viewed, accessed, used or exported by third parties that are authorized to view, access, use or export some or all of the API Data in accordance with Customer Agent’s separate policies, terms of use, or other contractual promises to Customer, including but not limited to data privacy and security policies and commitments.
- J. **Access to API Gateway.** As between the parties, Customer shall bear all Customer’s costs associated with establishing Customer or Agent’s connection to access the API Gateway, including software and telecommunications costs, and bear risk of unauthorized access to API Data.
- K. **Information Release.** Customer acknowledges that Banc will not control Customer’s internal security protocols used by Customer or its Agent, as applicable, to control access to the API Gateway. Customer hereby requests that Banc transmit API Data to the API Gateway for access by Customer or Customer’s Agent and releases Banc from any liability whatsoever associated with the release of information pursuant to this Service Description. Customer expressly acknowledges that Customer’s Agent may or may not have privacy and security measures to protect API Data, including Customer’s Account or other financial information, and that Banc does not warrant any of the privacy or security standards of Customer’s Agent. Additional risks associated with relying on Agent’s privacy and security measures include data breach, fraudulent requests from a compromised Agent, fraudulent requests from employees of an Agent, and others. The Customer requests and authorizes Banc to release API Data to Customer and Customer’s Agent as often as Customer and Customer’s Agent requests the information, and as often as the Banc can provide it, subject to any agreement between the Banc and Customer’s Agent. Customer further acknowledges that upon authorizing access to API Data to Customer’s Agent, Banc may not be able to restrict the type of information being accessed by Customer’s Agent or the interval at which Customer’s Agent receives API Data.
- L. **Program Access Controls.** Banc will not control or oversee any administrator, user or similar function that may be made available through the Programs. Customer, or its Agent as applicable, will establish and implement commercially reasonable security controls with regard to each computer or device Customer or Agent uses to access the API Gateway. The fact that Banc is, or may be made aware of, or could have discovered, any limitation on access to API Gateway as imposed by or through the Programs, or otherwise, does not make Banc obligated to enforce or attempt to enforce any limitation. Customer understands that the Program(s) may be utilized without regard to any restrictions otherwise applicable to an Account. For example, the Program(s) may be utilized regardless of whether an individual user is also an authorized signer on Customer’s Account signature card.
- M. **License.** During the term of this Service Description, Banc grants Customer a non-transferrable, non-exclusive limited license to use the API Gateway and any software that may be provided by Banc or its vendors in connection with the API Gateway solely for the purpose of utilizing the enrolled API Gateway Services. This license shall terminate upon the earlier of (i) the termination of Customer’s relationship with Banc, or (ii) Customer’s cessation of use of the API Gateway.
- N. **Software, Equipment and Program(s).** Customer is responsible for obtaining and maintaining any software and equipment that is necessary for the API Gateway to interface with the Program(s). Through the Program(s) Customer may be able to access content provided or operated by third parties. Unless Banc agrees with Customer otherwise in writing, Banc does not operate or control any such Program(s) or any of the information, products or services accessed or uploaded through the same. Additionally, Banc may utilize vendors to make the API Gateway available to Customer and such vendors may need to deploy software to Customer’s servers to facilitate access to the API Gateway or to otherwise enable integration with the Programs. Customer acknowledges and agrees that: (i) Customer accesses the API Gateway and any Program(s) at Customer’s own risk;

(ii) Banc makes no representation or warranty, and assumes no responsibility for, Program(s) provided or operated by third parties, vendor software provided by third parties, actions or omissions of third parties, vendors, operators or providers; (iii) Banc makes no endorsement of, and assumes no responsibility for, Program(s), or goods or services offered on or advertising on or by any third party, vendor, operator or provider; (iv) By using third party services or software, Customer may be exposed to material that is offensive, indecent or objectionable; (v) the Program(s) and any other vendor software or content accessible or made available to Customer via the API Gateway is the intellectual property of the vendors and providers of such software and Program(s) and Customer may be subject to additional terms governing the use of the Program(s) and software; (vi) upon termination of its relationship with Banc, Customer shall cease all use of the API Gateway and shall remove any vendor software provided in connection with such use; and (vii) although Banc may have a contractual or other relationship with the vendors or operators of a linked website or the providers of Program(s), Banc will not be responsible for the Program(s) or software compatibility, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Program(s) provided. Customer agrees to hold Banc harmless in connection with all of the foregoing.

- O. Limitation on Liability.** In addition to the liability limitations provided in the Master Agreement, Customer acknowledges and agrees that, to the maximum extent permitted by law, Banc shall not be liable in contract, tort (including negligence) or otherwise for any direct, indirect, consequential, special or other damage, loss or cost (including legal costs) to Customer or any other person caused or arising out of any act or omission by either Banc, Customer's Agent, any Program provider, or other third party, in relation to Customer's enrollment in the API Gateway Service, Banc's reliance on Communications received using Customer's API Access Credentials, or the authorization granted in this Service Description for the processing, API Gateway use or transmission of API Data. API GATEWAY ACCESS IS PROVIDED "AS IS". BANC DOES NOT MAKE AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION AS TO THE AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE API GATEWAY, BANC CONTENT, THIRD PARTY CONTENT OR FINANCIAL INFORMATION. BANC DOES NOT MAKE AND DISCLAIMS ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, CONDITION, OR REPRESENTATION WITH RESPECT TO THE API GATEWAY, BANC CONTENT, THIRD PARTY CONTENT OR FINANCIAL INFORMATION EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THE MASTER AGREEMENT. BANC MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE API GATEWAY, ANY PROGRAMS, OR OTHER SOFTWARE AND EQUIPMENT.
- P. Insurance.** Insurance companies offer cybersecurity insurance, which may apply to Customer's use of the services provided under this Service Description. Customers are strongly encouraged to consider purchasing appropriate cybersecurity insurance to cover any risks associated with the use of the services provided under this Service Description.
- Q. Availability.** Banc reserves the right, with prior written notice to Customer, to place, from time to time, limits on or otherwise suspend Customer's right to access the API Gateway. Banc uses procedures and time schedules, which may be revised by Banc at any time in its sole discretion, as it deems appropriate to provide access to the API Gateway. Without limiting the foregoing, Banc may cause the API Gateway to be temporarily unavailable to Customer, either with or without prior notice, for site maintenance, security or other reasons, and Customer acknowledges that factors beyond Banc's reasonable control, such as telecommunications failure or equipment failure, may also cause the API Gateway to be unavailable to Customer. In such event, Customer must make alternative arrangements for access to API Data and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if the API Gateway is unavailable to Customer.
- R. Third-Party Materials and Services.** Certain content, features, components, information, or materials made available via the API are delivered by third-party providers. By using any third-party product, service, or functionality originating from the API, Customer hereby acknowledges and consents that Banc may share Customer's information and data with the applicable third-party provider as may be required to enable and facilitate the requested third-party product, service, or functionality via the API.

BANC EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, INFORMATION, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES MADE AVAILABLE THROUGH OR ACCESSED VIA THE API, AND CUSTOMER AGREES THAT BANC SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE QUALITY, ACCURACY, EFFECTIVENESS, LEGALITY, RELIABILITY, OR TIMELINESS THEREOF.

- S. Third-Party Terms and Conditions.** Additional notices, terms, and conditions may apply to Customer's use of specific features of the API and/or receipt of content or information through the API which originates from third parties, as may be further described in the associated API documentation. Customer hereby agrees that: (a) this Service Description operates in addition to any terms of use imposed or required by the applicable third parties with respect to such features, content, or information; and (b) this Service Description supplements and does not alter or amend any such third-party terms of use.
- T. Support.** Banc is not obligated to provide any training, support or technical assistance for the API Gateway or content therein, directly or indirectly and Customer agrees to communicate to Customer's users that Customer and not Banc is responsible for any such support.

U. Counterparts; Electronic Execution. This Service Description may be signed electronically and in counterparts. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. Once signed, this Service Description may be transmitted by facsimile, digital image, email transmission of a scanned image, DocuSign, or other electronic means. The effectiveness of the Service Description (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Banc may also require that the Service Description (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed or transmitted electronically.

This Service Description will continue in full force and effect until either party to this agreement provides notice in writing to the other party cancelling it.

Agreed To and Accepted _____ (“Effective Date”)

CUSTOMER

X[ACCEPTANCE ON FILE]
Signature of Contracting Officer
 (or equivalent)

Printed Name

Title

BANC OF CALIFORNIA

X[ACCEPTANCE ON FILE]
Banc Officer’s Signature

Printed Name

_____ **Title** _____ **Date**