

FIRST NATIONAL BANK & TRUST COMPANY

REMOTE DEPOSIT CAPTURE AGREEMENT

EXHIBIT B

SERVICE TERMS AND CONDITIONS

1. Bank's Responsibilities.

1.1 Bank will deliver to Customer, or otherwise provide access to, the Software.

1.2 Bank will provide installation and training support as reasonably required for Customer's implementation of the Program. Any onsite installation or training support shall be on such terms and conditions as the parties agree, including reimbursement for Bank's reasonable travel costs.

1.3 Bank will provide maintenance and support for the Software as reasonably necessary to permit Customer's processing of Checks through the Program. Such maintenance and support shall include (i) corrections, work arounds, and bug fixes, (ii) such modifications, enhancements and updates as Bank elects to make generally available to its customers without additional license fees, and (iii) telephone support to Customer during Bank's regular business hours.

1.4 Bank will accept for deposit to the designated Account digitized images of Checks that are transmitted to Bank in compliance with this Agreement. Digitized images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the data specifications set forth in the Documentation. If the digitized images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by Bank or its agents, in which event Customer's deposit will be adjusted and notification will be provided.

1.5 Customer's digitized images will be processed after Bank has received Customer's transmission of the digitized images. Bank will use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and within the timelines established by Bank.

1.6 If a Payor Financial Institution returns an item to Bank, Bank will charge the Account for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against Bank or seeks a recredit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

1.7 Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Program, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

2.1 Customer will maintain an Account at Bank for the receipt of deposits of digitized images of Checks, in accordance with applicable Account Agreement.

2.2 Customer will install the Software in accordance with the Documentation, and will install and implement any changes and upgrades to the Software as Bank may require, within 30 days of receipt of such change or upgrade, or within such shorter time frame as Bank may reasonably require in the event such change or upgrade is necessary to comply with statutory or regulatory changes or developments, or to protect the integrity and security of the Program.

2.3 Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, the bank, and not the customer, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.

2.4 Customer will use the Authorized Equipment and the Software, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all security procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Software.

2.5 Customer will ensure the Authorized Equipment is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Checks are legible for all posting and clearing purposes.

2.6 Customer will be responsible for training its employees in the use of the Program, and for supervising and auditing their use of the Program.

2.7 Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.

2.8 Customer will retain each Check for a reasonable period of time, but in no event fewer than 60 days after such Check has been digitized and processed. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Customer will use a

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commercially reasonable method approved by Bank to destroy Checks after the Customer's retention period has expired.

2.9 In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.

2.10 Customer will store each Check in a manner that is protected and secured from being used in any manner other than its originally intended purpose. When protecting the Checks, the Customer should take into consideration individuals inside and outside the business.

2.11 Customer will maintain scanning PC by installing all vendor supplied security updates and patches.

2.12 Customer will install and maintain an active antivirus/antimalware software application and computer firewall.