

Customer: _____ EIN: _____

Date of Master Agreement: _____ Date of Appendix: _____

THIS REMOTE DEPOSIT CAPTURE SERVICE APPENDIX (hereinafter, this "**Appendix**") is made by and between ANDROSCOGGIN BANK ("**Bank**") and the above-named customer (the "Customer") and is incorporated by reference into the parties' Business & Government Services Master Agreement (hereinafter, the "**Master Agreement**"). This Appendix governs Customer's use of the Remote Deposit Capture Service (the "Service") made available by Bank to Customer. All capitalized terms used herein without definition shall have the meanings given to them in the parties' Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Appendix shall be effective when signed by both parties, and such date shall be as reflected above.

TERMS AND CONDITIONS

1. Service. The Service provides Customer with an Internet-based system designed to expedite check depositing services. With the Service, Customer uses check conversion technology to scan and convert paper checks into electronic check images and associated information ("Check Images") and to then send an electronic file of such Check Images to Bank for deposit-processing in lieu of the original paper checks. Customer will utilize and configure equipment and software according to the requirements of Bank, as well as provide an adequate Internet connection to communicate with, transmit and connect to Bank's system. When necessary, "Substitute Checks" or Image Replacement Documents ("IRD") (as defined below and in the *Check Clearing For the 21st Century Act*, also known as "Check 21," and implemented through federal Regulation CC) will be prepared to facilitate the deposit and collection of Customer's items.

2. Hardware Requirements.

2.1 In order to use the Service, Customer must utilize certain minimum equipment, maintenance services and software specifications as further outlined from time to time by Bank, including a scanning device, as set forth in Schedule A attached to this Appendix (collectively the "Hardware"). Generally, Customer must obtain Hardware as approved by Bank ("Customer Hardware"). Customer is solely responsible for the purchase of Customer Hardware. From time to time, and in its sole and exclusive discretion, Bank may provide Hardware to Customer for use by Customer so long as Customer maintains one or more Deposit Accounts with Bank ("Bank Hardware"). Customer must also have a Computer as outlined in the Master Agreement as well as this Appendix, and as Bank may specify and approve from time to time.

2.2 With respect to all Hardware:

(i) Customer is solely responsible for the maintenance, performance and adequacy of the Hardware.

(ii) Customer will not use Hardware in connection with any remote check deposit service offered by any other financial institution other than Bank during the term of this Appendix.

(iii) As applicable, Customer acknowledges that Bank did not manufacture Bank Hardware and has provided the same to Customer on an "AS IS" basis, and warrants only that, upon delivery, Bank Hardware will conform to Bank's then current applicable standards for use of the Service. Bank Hardware is provided to Customer with a standard manufacturer's warranty.

(iv) Customer shall be responsible for purchasing any and all additional manufacturer warranty period(s) beyond the standard warranty, as may be made available by the manufacturer, for complying with all manufacturer recommendations for preventive maintenance, or for repairing or replacing all Hardware.

(v) As applicable, Customer shall bear the entire risk of loss, theft, damage or destruction of Bank Hardware from the date of receipt from Bank.

2.3 Bank shall have no liability or responsibility whatsoever for errors, including but not limited to processing or transmitting errors, resulting from any Check Images transmitted by Customer using Hardware.

2.4 Bank Support Services.

2.4.1 Bank provides (directly or through a Bank service provider) installation and training support as reasonably necessary for Customer's implementation of the Service.

2.4.2 Bank provides support to Customer in conjunction with Customer's use of the Service such as: (a) telephone support; (b) basic trouble-shooting or work-arounds; and (c) replacement of the Hardware under certain circumstances.

Bank Use Only	
By: _____	Misc. Information: _____
Scan: _____	_____

2.4.3 Bank may provide, and Customer hereby authorizes, some or all of Bank's installation, training and user support for the Service to occur on-site at Customer's location, or via remote access to Customer's Computer(s) and files relative to the Service from a remote location over the Internet.

3. Check Images; Image Replacement Documents.

3.1 Customer may use the Service to deposit original paper checks using the Hardware to scan, capture and submit Check Images to Bank, through the Service's Internet site ("Service Site"). Eligible items for deposit include original checks that Customer has received for payment or deposit, and obligations of financial institutions (travelers' checks, cashier checks, official checks, and money orders). The following check types, however, are generally not eligible for use with and may not be processed using the Service except as may otherwise be expressly permitted by Bank in its sole and exclusive discretion and as provided in this Appendix:

- (i) Checks payable to a third party (rather than to Customer, unless Bank agrees in writing otherwise with respect to Customer's Related Entities);
- (ii) Remotely-created checks (or remotely created payment orders deposited into or cleared through the check clearing system);
- (iii) Checks drawn on banking institutions located outside the U.S. or in currencies other than U.S. Dollars;
- (iv) Irregular checks (e.g., where the numerical and written amounts are different);
- (v) Previously-returned checks;
- (vi) Checks payable to or in cash;
- (vii) Checks exceeding any Customer transaction or file limits as Bank may establish from time to time;
- (viii) Checks drawn, or otherwise issued, by Customer on any of Customer's accounts maintained at another financial institution;
- (ix) Checks that Customer knows or suspects, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the checks/items are drawn;
- (x) Checks that have any endorsement on the back other than that specified in or otherwise required by this Appendix;
- (xi) Checks that have been previously submitted through the Service or through a remote deposit capture service (including any mobile application) offered at any other financial institution;
- (xii) Checks that are drawn or otherwise issued by the U.S. Treasury Department;
- (xiii) Checks that are postdated or more than six (6) months old; and
- (xiv) Checks that are not acceptable to Bank for deposit into a Deposit Account as provided in the Deposit Account Agreement, or are in violation of any law, rule or regulation.

In addition to but not in lieu of the foregoing, under no circumstances may Customer use the Service to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law.

3.2 Customer shall submit check information to the Service Site by imaging the front and the back of each paper check and capturing the information contained in the MICR line of the paper check. Customer shall review each Check Image for clarity to ensure that the item can be reproduced as an IRD or Substitute Check. Using the Service, an electronic file will be created ("Electronic File") that contains electronic information relating to and converted from the paper checks that have otherwise been truncated or removed from the forward collection and payment process (each an "Electronic Item").

3.3 Customer may utilize, subject to Bank's approval and the completion of any additional documentation, one of two Service options for scanning checks:

- (a) Remote Deposit Scan ("RDN") - With this option, Customer may use a supported single or multi-check feed scanner to scan its checks for deposit. This option requires Customer to be responsible keying and balancing activities. Customer will ensure that each Electronic Item to be deposited includes the Check Image and all of the necessary information scanned from the original check, including the routing transit number, the account number, the check number and the amount of the item, together with the total amount of the Electronic File to be deposited and the Customer Account to be credited with the deposit. Customer shall also add up all items for each deposit to arrive at the total amount to be deposited before scanning such items. If the necessary information from the original check(s) cannot be read from any item, Customer shall complete the necessary information for such item(s) by examining the item(s) and/or the Check Image of the item and correctly keying any unread or misread information prior to transmission to Bank. After scanning all of the items in a deposit, Customer shall reconcile the aggregate amount of such items captured to the deposit amount, and, as necessary, correct all misread information prior to submitting the items for deposit to Customer's Account.

(b) Remote Deposit Complete ("RDC") - With this option, Customer may use a single or multiple-check feed scanner to scan is checks for deposit. Customer will also complete a virtual deposit ticket that includes the total number of checks and the total batch amount for the Electronic File. The Service will automatically perform additional functions to assist Customer, including:

- i. Courtesy Amount Recognition (CAR) (in lieu of key entry)
- ii. Legal Amount Recognition (LAR) (in lieu of key entry)
- iii. Automated Keying of Amounts
- iv. Image Quality Analysis
- v. Image Usability Analysis
- vi. Balancing and MICR Repair
- vii. Electronic (Email) Notification of Deposit

(c) Customer shall determine that the Electronic File has been received based on the confirmation page of the Service Site. Bank will use commercially reasonable efforts to notify Customer of any rejected transactions. Customer shall process any rejected transactions as paper checks through the normal paper check deposit process.

3.4 Customer shall enter the dollar amount of a paper check(s), along with any other optional information that Customer would like retained by the Service Site. The Service Site provides for reports and exporting of the information that has been entered.

3.5 Deposits received via the Service by 6:00 p.m. Eastern Time (ET) on any Business Day will be deposited into Customer's Deposit Account the same day. Deposits received via the Service after 6:00 p.m. ET or on holidays or days that are not Business Days will be deposited into Customer's Deposit Account on the next Business Day that Bank is open. Funds will be available as described in Bank's "Funds Availability Policy." Deposits via the Service may be delayed in the event of early closing due to a holiday or unforeseen circumstances. In these instances, deposits will be confirmed on the following Business Day that Bank is open. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after delivery of confirmation of receipt.

3.6 Customer acknowledges and agrees that in the event any deposited item converted to a Check Image is returned for any reason (for example, non-sufficient funds), Bank may return the item to Customer by delivery of either a Substitute Check or the Check Image, including all associated return information. Return items will be handled in the same manner as check deposits in accordance with the Deposit Account Agreement.

4. Customer Responsibilities and Obligations.

4.1 Customer represents, warrants and covenants that after truncation of an original check, Customer shall safeguard the Electronic Items and original checks identified in any Electronic File previously sent to Bank in order to ensure that such original checks and Electronic Items: (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Appendix related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity. Customer shall stamp "SCANNED" on the front of each check. In addition, in conjunction with the scanning process, the back of each check will automatically be virtually endorsed with the following information: (i) FOR DEPOSIT ONLY; (ii) Account number; (iii) Customer name; (iv) date of deposit; (v) time stamp, batch ID and sequence number; and (vi) routing number.

4.2 Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to original checks imaged in that Electronic File. Customer shall retain all original checks truncated pursuant to this Appendix for a period of forty-five (45) Calendar Days in a manner that is mutually agreed upon between the parties hereto. However, for accounting, auditing and other legal purposes, Customer may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment.

4.3 Customer shall deliver promptly to Bank, upon its request, the original check if a request is made within the retention period provided above, or Substitute Check or Sufficient Copy thereof, for each Electronic Item created by Customer. The term "Sufficient Copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

4.4 Customer shall not create at any time an Electronic File under this Appendix or otherwise use the Service to capture or maintain tax identification numbers or non-public personal information of any third-party from whom Customer has received an original check for payment or deposit or which Customer has selected for truncation.

4.5 Customer agrees to abide by all federal and state laws, and rules and regulations that may be applicable to banking transactions in conjunction with Customer's use of the Service.

4.6 If Bank receives a returned item for a check deposited by Customer after Customer has terminated this Appendix, then Customer agrees that Bank may debit Customer's Account, or if such Account has been closed by Customer, Bank will send a request for payment to Customer, and Customer agrees to pay Bank within a commercially reasonable period of time.

4.7 Customer agrees to have controls in place to ensure that the Service, including the Hardware and checks processed through the Hardware, are properly safeguarded and stored in accordance with the timeframe set forth in **Section 4.2** above and in a secure location, under effective control, in order to safeguard against unauthorized access and use. Customer shall ensure that all such checks are thereafter destroyed by a cross-shredder, and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of the checks. Customer agrees that it will not simply throw out such paper checks with other classes of records or with miscellaneous trash. No check transmitted to Bank shall be deposited into any other depository institution causing funds to be debited twice from the account of the check writer. Customer agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks.

4.8 Customer shall notify Bank of any interruptions in, delay or unavailability of, or errors caused by the Service immediately upon discovery thereof. Notwithstanding the foregoing, in the case of any error caused by the Service, Customer shall provide such notice within the time periods set forth in Section 11 of the Master Agreement. Failure of Customer to provide such notice to Bank shall relieve Bank of any liability or responsibility for such error, omission or discrepancy.

4.9 Customer understands and agrees that it is responsible, to the fullest extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to the Truncating Bank and Reconverting Bank, as such terms are defined by Check 21, including, without limitation, (1) the obligation to create only Substitute Checks that are valid negotiable instruments and that clearly and accurately represent the information on the front and back of original checks; (2) the warranty that no person shall be asked to make payment on or be charged for a Substitute Check or original check resulting in payment on a check that has already been paid; and (3) the obligation to indemnify subsequent recipients of a Substitute Check from losses incurred due to use of the Substitute Check instead of the original check. Customer agrees that Bank and its agents shall have no obligation to screen Substitute Checks or original checks for legal compliance. Customer shall defend, indemnify, and hold Bank and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or other demands brought by third parties with respect to any such warranties and indemnifications.

5. Customer Representations, Warranties and Covenants. Notwithstanding any other terms of this Appendix, Customer makes the following representations, warranties and covenants as of the effective date of this Appendix and upon each delivery of an Electronic File to Bank:

5.1 An Electronic File may include an electronic representation of a Substitute Check. Customer shall redeposit a returned original check or a returned Electronic Item by delivering the same to any Bank branch location. A returned original check or returned Electronic Item may not be re-submitted by Customer using the Service. Customer may only use the Service to re-submit an IRD or Substitute Check that has been returned to Customer for non-sufficient funds.

5.2 With respect to each Electronic Item in any Electronic File delivered to Bank, the Electronic Item accurately represents all of the information on the front and back of the original check as of the time that the original check was created by the payor; contains all required and valid endorsements; replicates the MICR line of the original check; and meets all FRB standards of and technical requirements for sending Electronic Items to any as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Specifically, each Electronic Item of each original check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- (i) the amount of the check;
- (ii) the payee of the check;
- (iii) the signature of the payor of the check;
- (iv) the date of the check;
- (v) the check number;
- (vi) the information identifying the payor and the paying bank that is preprinted on the check, including the MICR line; and
- (vii) all other information placed on the original check prior to the time an image of the original check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

5.3 Customer shall also ensure that the following information is captured from the MICR line of each original check:

- (i) the American Bankers Association routing transit number ("RTN");
- (ii) the number of the account on which the check is drawn;
- (iii) when encoded, the amount of the check; and

- (iii) when encoded, the amount of the check; and
- (iv) when encoded, the auxiliary on-us field (serial number) and the process control field of the check.

5.4 The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the original check, a Substitute Check, or another paper or electronic representation of such original check or Substitute Check) for transfer, forward collection or return. Customer shall ensure that each original check is stamped and endorsed prior to truncation as described in **Section 4.1** above.

5.5 Customer is entitled to enforce the original check, or Customer is authorized to obtain payment of the original check on behalf of a person who is either entitled to enforce the original check or is authorized to obtain payment on behalf of a person entitled to enforce the original check.

5.6 Customer will submit financial and/or other additional information to Bank upon request in order for Bank to establish or amend Customer's deposit and file limits as further described in **Section 6** and as established by Bank and communicated to Customer, or to otherwise monitor or audit Customer's use of the Service and compliance with this Appendix. Customer will also notify Bank of any change in transaction volumes or financial condition that may have an effect on this Appendix or Customer's use of the Service.

5.7 Customer shall also request permission from Bank in advance of any change in location at which the Service is used from its original Bank-approved location(s) or address listed in the Service's Set-Up Form(s), which permission Bank may grant or refuse in its sole and exclusive discretion. Customer shall also request from Bank permission to use the Service in any location(s) in addition to its original Bank-approved location or address, which permission Bank may also grant or refuse in its sole and exclusive discretion. In addition to but not in lieu of the foregoing, Customer shall request advance permission from Bank prior to using the Service and/or any Hardware outside the continental United States and/or outside of those states (including the District of Columbia) in which Bank operates from time to time. Bank may grant or decline such request in its sole and exclusive discretion and in consideration of applicable law.

5.8 Both Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

5.9 None of Customer's transactions to be processed by Bank are prohibited by any applicable law, regulation, order, rule or judgment.

5.10 Customer's Electronic Files will not contain viruses that originate from Customer's Computer.

5.11 None of Customer's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

5.12 Customer is responsible for implementing operational controls and risk-monitoring processes, as well as conducting periodic self-assessments of the security of the Service and its processes and practices with regard to use of the Service. Customer also agrees to pay all fees associated with the Service, as set forth in Bank's Fee Schedule or otherwise disclosed by Bank from time to time.

6. Deposit and File Limits. Customer's use of the Service is limited as more particularly described in the Service's Set-Up Form(s), and as the parties may otherwise agree from time to time. Such limits may include but are not limited to, e.g., maximum total daily dollar amounts; maximum per item dollar amounts; maximum percentage of monthly transactions returned; and maximum number of items to be deposited per day. In its sole and exclusive discretion from time to time, Bank may also require that Customer provide collateral or maintain a minimum balance in one or more of Customer's Deposit Accounts to cover the risk of return and/or claims against deposited items. In addition, Bank may require that Customer maintain such collateral coverage or minimum balance with Bank beyond termination of Customer's use of the Service.

7. Administrator(s) and Authorized Users.

7.1 Customer may designate Administrator(s) relative to the Service, as set forth in the application and/or Set-Up Form(s) associated with the Service. Customer is solely responsible for designating its Administrator(s). Customer agrees to provide Bank, upon Bank's request, with any certificate or documentation that is acceptable to Bank specifying the name of the person who is authorized to be designated as Administrator(s) from time to time.

7.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility an Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrator(s) and Authorized Users of the Service through the issuance of passwords. The Administrator(s) may add, change or terminate Customer's Authorized Users from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Service.

7.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply.

7.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Service, Customer must notify the Administrator immediately, and the Administrator is solely responsible for de-activating such Authorized User's password. Whenever an Administrator leaves Customer's employ or Customer otherwise revoke an Administrator's authority to access or use the Service, Customer remains fully responsible for all use of the passwords and the Service.

8. Security Procedures.

8.1 Upon successful enrollment in the Service, Customer can access the Service via the Service Site (and accessible through Bank's website) using the associated User ID(s), password(s) and company/entity name. Bank will provide the Administrator initially designated by Customer with an initial password in order to gain access to the Service. The Administrator must change his or her password from time to time for security purposes, as prompted by the Service Site, or more frequently.

8.2 Customer acknowledges that the Administrator will, and Customer authorizes the Administrator to select other Administrators and Authorized Users, along with their password(s), by informing Bank of the same. Customer further acknowledges that the Administrator may, and Customer authorizes the Administrator to instruct Bank to change or deactivate the password and/or any password from time to time and in his or her sole discretion.

8.3 Customer acknowledges that, in addition to the above individual passwords, access to the Service includes, as part of the Access Devices, a multi-factor authentication Security Procedure at log-in for Customer, including Administrator(s) and Authorized Users. This additional Security Procedure involves additional security questions for log-on and Computer registration that is in addition to User ID and individual password security (hereinafter "Enhanced Log-in Security").

8.4 Bank does recommend as a commercially reasonable Security Procedure that Customer implement dual control of the Service, whereby one Authorized User creates, edits, cancels, deletes and restores an Electronic File, and a second different Authorized User reviews the Electronic File prior to it being released.

8.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, all of the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Bank immediately if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

8.6 The Access Devices identify and authenticate Customer (including Administrator(s) and Authorized Users) to Bank when Customer accesses or uses the Service. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Service, and as signature authorization for any Payment, transfer or other use of the Service. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity. If this Appendix is terminated, Customer's access to the Service will be immediately terminated.

8.7 Customer acknowledges and agrees that the Access Devices and other Security Procedures applicable to Customer's use of the Service are a commercially reasonable method for the purpose of verifying whether any transaction, transfer or other use of the Service was initiated by Customer. Customer agrees to be responsible for any transmission Bank receives through the Service that is processed by Bank in accordance with the Security Procedures, even if such transmission is not authorized by Customer, including any fraudulent transmission by Customer's employees or agents. Customer agrees that any election Customer may make to change or waive any optional Security Procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility account. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a transaction, transfer or any other use of the Service.

8.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a transaction, transfer or other use of the Service has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator. Customer also agrees to provide Bank with immediate notice of any actual or suspected breach in the security of or other unauthorized access to the Service through use of Customer's Computer. Such notice shall include a description of the incident in general terms; a description of the type of information or data related thereto that was the subject of unauthorized access or use; a description of what Customer has done to protect the information or data from further unauthorized access; and a telephone number or other contact information so that Bank can call for further information or inquiry. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices.

9. Credit of Deposits. Customer shall receive ledger credit on the same Business Day for all Electronic Items processed and transmitted successfully to Bank by 6:00 p.m. ET on that Business Day. Deposits received after 6:00 p.m. ET or on a non-Business Day will be credited on the next Business Day. Customer will generally be allowed to withdraw funds deposited in the relevant Account on the next Business Day after the day Bank accepts an Electronic File for deposit. In some cases, Bank may delay Customer's ability to withdraw funds beyond the next Business Day. In such cases, the funds will generally be available by the fifth Business Day after the day of acceptance of the Electronic File by Bank. Availability of funds will otherwise be provided in accordance with the terms of the Account Agreement.

10. Returns. All dishonored and returned items will be charged back to Customer in accordance with the terms and conditions of the Account Agreement. Customer shall be subject to a returned item fee in accordance with the terms of the Account Agreement.

11. Reports. Customer shall inspect its deposits through the Business Online Banking Service when the information becomes available online. Customer shall be liable for any item not received by Bank. Acceptance of Electronic Files will be indicated by the posting of the item to the relevant Account.

12. Limitation of Liability; Indemnification. The limitation of liability and indemnification terms and conditions set forth in the Master Agreement shall apply to the Remote Deposit Service and this Appendix. In addition to but not in lieu of the foregoing, Bank shall have no liability for any error or delay in performing the Service and shall have no liability for not processing a Check Image, if:

- (i) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- (ii) The ownership of funds involving a Check Image or Customer's authorized representative's authority to transmit a Check Image is in question;
- (iii) Bank suspects a breach of the security procedures;
- (iv) Bank suspects that Customer's Deposit Account has been used for illegal or fraudulent purposes; or
- (v) Bank reasonably believes that a Check Image is prohibited by federal law or regulation, or otherwise so provided in this Appendix.

Further, Bank will not be liable to Customer for any unauthorized actions or fraud initiated or caused by Customer or its employees or agents. Bank will also be excused from failing to transmit or delay in transmitting a Check Image if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

13. Audit Rights and Site Visits; Internal Controls. Bank, its accountants, auditors or agents shall have the right to conduct site visits of Customer, as well as review, inspect and audit, at Bank's expense and with reasonable notice, and at any time as Bank may in good faith deem necessary or reasonable during or after the term of this Appendix, Customer's compliance with the terms of this Appendix, including but not limited to Customer's use of the Service, its Computer and security infrastructure, and the books and records of Customer related to: (i) Customer's activities hereunder and/or (ii) conformance with Customer's obligations hereunder. In addition, Bank reserves the right, in its sole and exclusive discretion, to require Customer to implement additional internal controls at Customer location(s) where use of the Service occurs and to request information from Customer relative to Customer's security infrastructure. Any review, inspection or audit to be performed by or for Bank pursuant to this **Section 13** shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Customer.

14. Fees and Charges. Customer agrees to pay the fees and charges that may apply to this Service as set forth in Bank's Fee Schedule.

15. Governing Law. Except where expressly required by contrary provisions of the UCC, any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Master Agreement.

16. Termination. The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Master Agreement. This Appendix will automatically and immediately terminate if the parties' Master Agreement terminates, or if the Authorized Account(s) are closed. The provisions of this Appendix that are necessary to give effect to the purposes of this Appendix shall survive its termination.

17. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior arrangements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Master Agreement is terminated.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Appendix to be executed by an Authorized Representative.

CUSTOMER

ANDROSCOGGIN BANK

Customer Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

In accordance with the requirements of Customer's Remote Deposit Capture Service Appendix, certain minimum hardware, hardware maintenance services and software specifications must be purchased, leased and/or subscribed to by Customer. These specifications, which are subject to change from time to time at Bank's sole discretion, are described as follows:

1. Minimum PC Hardware (provided by Customer):

- 2.0 GHz Pentium Processor or higher
- 2 GB RAM minimum
- 2 GB Free Hard-drive Space
- 1 Available USB 2.0 Port (for scanner connection)
- Monitor, Mouse and Keyboard
- High Speed Internet Access of at least 25 Mbps up/down minimum recommended

2. Minimum PC Software (provided by Customer):

- Win 10 or newer
- Adobe Acrobat Reader Version 3.0
- Microsoft Edge or Google Chrome
- Microsoft.Net Framework 4.8

Note: Prior to installation, Customer may be required to disable its anti-virus, firewall, or Internet security software for installation purposes only. Some security settings may change during installation. After installation, Customer must ensure its security settings are restored to their original state prior to installation.

3. Minimum Security Components (provided by Customer):

- **Anti-virus protection:** Maintain and run updated anti-virus software.
- **Anti-spyware protection:** Maintain and run updated anti-spyware software.
- **Firewall:** Maintain and run a firewall.
- **Operating System & Software Updates:** Install software updates (sometimes called "patches" or "service packs"), especially if the update addresses a security vulnerability.
- **Browser Updates:** Use the most current version of Customer's web browser.

Bank Use Only	
By: _____	Misc. Information: _____
Scan: _____	_____