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ACH ORIGINATION SCHEDULE

Effective Date: September 1, 2026

This ACH Origination ("**Schedule**") supplements the Master Services Agreement for Treasury Management between the parties (the "**Master Agreement**") and the terms and conditions of this Schedule are hereby expressly incorporated into the Master Agreement by reference. Initially capitalized terms used but not defined in this Schedule have the meanings set forth in the Master Agreement or in the Nacha Rules.

GENERAL TERMS AND CONDITIONS.

Terms and Conditions. You desire to initiate credit or debit Entries through us by means of the ACH Network under the terms of this Schedule along with the Master Agreement, the terms and conditions set forth in our Deposit Account Agreement and the Nacha Rules, and to the extent you have been approved by us as an Originator, we are willing to act as an Originating Depository Financial Institution ("**ODFI**") with respect to such Entries.

This Schedule sets forth the terms and conditions for which we will provide you the ACH services described ("**Services**").

By entering into this Schedule, you request that we provide the Services to you, and accept and agree to all terms, conditions, and provisions of this Schedule. This Schedule along with the Master Agreement, the terms and conditions of which are expressly incorporated herein, the Service Request, any Documentation, and the terms and conditions of the Deposit Account Agreement (the Master Agreement, the Service Request, any Documentation, and the Account Agreement, collectively, the "**Other Agreements**") sets forth the terms and conditions in which we will provide you the Service outlined.

In the event of an irreconcilable conflict between the terms of this Schedule and the Other Agreements, the terms of this Schedule will control to the extent of such conflict.

Compliance with Rules and Law. You hereby confirm that you have received or have access to a copy of the Nacha Rules. The Nacha Rules may also be purchased online at www.nacha.org. You are to comply with and be subject to the Nacha Rules in existence at the date of this Schedule and any amendments to the Nacha Rules made from time to time. It is your responsibility to ensure that the origination of ACH transactions comply with Applicable Law, including the sanctions enforced by OFAC. You also agree to obtain information regarding and to comply with, any OFAC-enforced sanctions. This information may be obtained directly from the OFAC website at https://ofac.treasury.gov. You agree that we may charge you with any fines or penalties imposed by OFAC, Nacha, or any organization which are incurred as a result of your non-compliance, and you will reimburse or indemnify us fully for such charges or fines. The duties set out below are in addition to and in no way limit the generality of the foregoing. WE MAY TERMINATE THIS SCHEDULE OR SUSPEND THE SERVICE AT ANY TIME IN THE EVENT OF A BREACH BY YOU OF THE TERMS AND CONDITIONS OF THIS SCHEDULE, THE NACHA RULES, OR OTHER APPLICABLE LAW. FURTHER, WE MAY INITIATE AN AUDIT OF YOUR OPERATIONS, POLICIES, AND PROCEDURES AT ANY TIME UPON WRITTEN NOTICE TO YOU TO ENSURE YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE, THE NACHA RULES, OR OTHER APPLICABLE LAW.

Credit Approval. Your use of the Services requires our credit approval. We may request financial statements and other information from you or require a separate credit agreement prior to, and periodically from time to time thereafter, as a condition of your use of the Services. You authorize us to obtain credit reports on you as we determine may be necessary from time to time. We may (but would not be obligated to) assign you a limit representing the maximum amount of any single Entry or the aggregate dollar amount of all Entries that you may initiate each day ("**Exposure Limit**"). Any Exposure Limit is solely for our protection and daily requests for Entries exceeding the Exposure Limit are honored (if at all) solely at our discretion. Requests not honored will be communicated to you or your designated representative or agent.

Authorized Users. In order to originate Entries, you must designate at least one Authorized User as described in the Master Agreement. Throughout the term of this Schedule, we will be entitled to rely on the designation you make and will not be responsible for matching the names of the designated Authorized User to names or titles listed in your general banking resolutions. Any and all Entries will comply with our Security Procedures, and our Security Procedures are subject to change as provided in this Schedule and the Master Agreement. Any person having knowledge of any Security Procedures will be deemed an Authorized User. Although we are only required to act upon the instructions of the Authorized Users, we may, in our sole discretion, execute debit or credit Entries initiated by any individuals authorized by you to sign checks on your Designated Account. The initial Authorized User for the Services is identified in the Enrollment Form, which may be modified or amended from time to time.

Third-Party Service Providers. You may be using special equipment, services, or Software provided by a Third-Party Service Provider to assist it in processing Files. A Third-Party Service Provider should not be used to transmit Files to us without first entering into our Third-Party Service Provider Agreement ("**Third-Party Service Provider Agreement**"). If we authorize you to use a Third-Party Service Provider, you will designate the Third-Party Service Provider as an Authorized User of the Services and the terms and conditions governing the relationship between you and the Third-Party Service Provider will be governed by the Third-Party Service

Provider Agreement. All of your obligations and responsibilities under this Schedule and the Master Agreement (to the extent the terms of the Master Agreement relate to the Service) will apply to the Third-Party Service Provider; the Third-Party Service Provider Agreement must expressly provide that all of your obligations and responsibilities under this Schedule and the Master Agreement (to the extent the terms of the Master Agreement relate to the Service) apply to the Third-Party Service Provider. You will provide us with a true and exact copy of each Third-Party Service Provider Agreement to which you are a party. If you use a Third-Party Service Provider to transmit Files to us and you and the Third-Party Service Provider have not entered into a Third-Party Service Provider Agreement, then the Third-Party Service Provider is acting as your agent in the delivery of Files to us and you assume full responsibility and liability for any failure of the Third-Party Service Provider to comply with the laws of the United States, the Nacha Rules, and this Schedule. We won't be liable for any losses or additional costs you incur as a result of any error by a Third-Party Service Provider or a malfunction of equipment provided by a Third-Party Service Provider. You are solely responsible for maintaining compliance with the requirements of any Third-Party Service Provider, including obtaining any Software updates. Our sole responsibility will be to transmit transactions approved by us to the ACH Operator, and we won't have any responsibility for any File handled by a Third-Party Service Provider until that point in time when we accept and approve a File from such Third-Party Service Provider for processing. However, you authorize us to accept any File submitted by a Third-Party Service Provider even if the Third-Party Service Provider has not been designated as an Authorized User or if the Third-Party Service Provider has not executed a Third-Party Service Provider Agreement. We will be indemnified and held harmless for any losses, damages, fines, assessments, costs, and expenses incurred or suffered by us or any other person because of or arising from your use of a Third-Party Service Provider, including fines or assessments incurred, whether under the Nacha Rules or otherwise, and including any attorneys' fees. Depending upon the nature of the services provided, a Third-Party Service Provider may also include a Third Party Sender, as such term is defined in the Nacha Rules. Any use of, or your acting as a Third Party Sender must be expressly approved by us in writing and the Third Party Sender will be required to enter into our approved form of agreement and to comply with all applicable requirements for Third Party Senders under the Nacha Rules. Third Party Senders will be required to provide to us any information that we may request in order to comply with the applicable provisions of the Nacha Rules.

Authorization for Credit and Debit Entries; Recordkeeping. You will obtain written authorizations and consents which comply with the Nacha Rules, and you agree to retain these authorizations and consents ("**Authorization Agreement**") for two years after the Settlement Date of the last ACH Entry or Entries or as set forth by applicable state law, whichever is longer. It is the responsibility of the Originator to verify that the individual signing the ACH debit or credit Authorization is, in fact, entitled to use of the specified account. You agree that your obligation to pay the amount of the ACH Entry or Entries to us is not excused if the party is not entitled to use the specified account. Upon request from us or RDFI, you will provide a copy of such authorization within two (2) Business Days. You hereby acknowledge and agree that, unless authorized by us, authorizations obtained via telephone or the Internet (resulting in the use of "TEL" or "WEB" SEC codes, as described in the

Rules), or any form of authorization other than those permitted under the Rules for PPD, CCD or CTX Entries, are not permitted by us pursuant to the terms of this Agreement. In the event we (in our sole and absolute discretion) permits other forms of authorizations, you agree to implement such additional security measures and controls as we may require, and your compliance in that regard will be subject to audit by us as provided herein.

Inconsistency Between Name and Account Number. If an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by us to the RDFI ("Receiving Depository Financial Institution") may be made by the RDFI (or by us in the case of an On-Us Entry) on the basis of the account number you supply, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances. You will be liable for and must settle with us for any Entry you initiate that identifies the Receiver by account or identifying number or by name and account or identifying number.

Representation and Warranties. In addition to and without limiting any other representation made by Originators under the Nacha Rules upon the origination of Entries, in connection with each Entry you transmit, you expressly represent and warrant to us and covenant and agree that (a) each person or entity shown as the Receiver on an Entry received by us has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (b) each authorization is operative at the time of transmittal or crediting or debiting by us as provided in this Schedule and, where applicable, complies with the requirements of Applicable Law, including, without limitation, Regulation E; (c) Entries transmitted to us by you (including, without limitation, by any of your Service Providers) are limited to those types of credit and debit Entries set forth in the Enrollment Form; (d) you will perform your obligations under this Schedule in accordance with all Applicable Laws, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC, laws, regulations, and orders administered by the United States Financial Crimes Enforcement Network and any state laws, regulations, or orders applicable to the providers of ACH payment services; (e) you will be bound by and comply with the provision of the Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and (f) you will ensure that any and all non-public personal information (as defined in Title V of the Gramm-Leach Bliley Act (Pub. Law 106- 102)) you provide us will be secure and won't be disclosed to any unauthorized person.

PROCESSING, TRANSMITTING, AND SETTLEMENT OF ENTRIES.

Processing, Transmitting, and Settlement of Entries Generally. Except as otherwise provided this Schedule, we will:

- (a) Use commercially reasonable efforts to comply with your instructions, (b) process Entries received from you to conform with the File specifications set forth in the Nacha Rules, (c) transmit such Entries as an ODFI to the ACH Operator selected by us, (d) settle such Entries as provided in the Nacha Rules, and (e) in the case of a credit Entry received for credit to an account with us (an "**On-Us Entry**"), we will credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by us at the time and in the form prescribed for transmitting Entries to us; and

- Transmit such Entries to the ACH Operator by the deposit deadline of the ACH Operator, provided (a) such Entries are completely received by our cut-off time at the location we specify from time to time, (b) the Effective Entry Date satisfies our criteria, and (c) the ACH Operator is open for business on such Business Day. The ACH Operator selected by us is considered to have been selected and designated by you. You will receive immediately Available Funds for any electronic debit Entry you initiate on the applicable Settlement Date.

The Settlement Date represents the date on which the actual transfer of value, or funds, between the ODFI (on behalf of the Originator) and the RDFI (on behalf of the Receiver) have exchanged ACH transactions. The Originator is required to provide funding on or before the Settlement Date. When an Entry or Entries contains an invalid Effective Date (falls on a non-Business Day or released after the current Business Day's Cut-off Time), it will process on the next available processing day, with a Settlement Date of one to two (1 to 2) Business Days from the process date.

Transmitting Entries. Authorized Users may initiate the debit or credit Entry type identified in the Enrollment Form. Authorized Users must transmit Entries to us in computer readable form in compliance with the formatting and other requirements set forth in the Nacha Rules or as otherwise specified by us. Entries will be transmitted to us no later than the cut-off time and the number of days prior to the Effective Entry Date specified in the Processing Schedule given to you prior to origination. Entries received after the cut-off time are deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by you to us on any Business Day must not exceed the lesser of the amount of Collected Funds in your designated account or the Exposure Limit. You may not reinitiate Entries except as permitted by the Nacha Rules.

You agree that you will not exceed established Exposure Limits set by us. We may, in our sole discretion and in addition to any File transmittal, require the you to fax or e-mail an ACH Transmittal Letter or provide the transmittal data by other electronic means as specified by us. If we request a change be made to an ACH Entry or Entries within a Batch and/or File including, but not limited to, adding the Originator's phone number to the “Company Discretionary Data” field within the Company/Batch Header Record, you agree to make the change prior to the next initiation of the respective ACH Batch and/or File. Any ACH Entry, Batch, and/or File that is released after the current Business Day's Cut-off Time.

Payment for Credit Entries and Returned Debit Entries. You will settle all credit Entries you issue or credit Entries otherwise made effective against you. You will make payment to us on the date determined by us in our discretion (the "**Payment Date**"). You will pay us the amount of each debit Entry returned by a Receiving Depository Financial Institution ("**RDFI**") or debit Entry dishonored by us. Payment must be made by you to us in any manner we specify. However, we are authorized to charge your Designated Accounts identified in the Enrollment Form as payment for all payments due under this Schedule. You will maintain sufficient Collected Funds in the Designated Accounts to pay for all payments due to us under this Schedule on the Payment Date. In the event any Designated Account or any other Accounts held with us does not have Collected Funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, we may take any of the following actions:

- Refuse to process all Entries, in which event we will return the data relating to such credit Entries to you, and we will have no liability to you or to any third party as a result thereof; or
- Process that portion of the credit Entries as you have sufficient Collected Funds in the Designated Account to cover, in whatever order we in our sole discretion elect to process, in which event we will return to you the data relating to such unprocessed credit Entries, and we will have no liability to you or any third party as a result; or
- Process all credit Entries. In the event we elect to process credit Entries initiated by you and you have not maintained sufficient Collected Funds in the Designated Account with us to cover them, the total amount of the insufficiency advanced by us on your behalf must be immediately due and payable by you to us without any further demand. Our determination to process any credit Entry for which you don't have sufficient Collected Funds in a Designated Account must not be considered a waiver of our right to refuse to do so at any other time, nor is it an agreement by us to pay other items for which you lack sufficient Collected Funds.

Pre-Funding. We reserve the right to require you to pre-fund a Designated Account before the Settlement Date of the File. We will determine whether pre-funding is required based on criteria we establish from time to time. We will notify you directly if pre-funding is required and, if you request, will provide you with an explanation of our pre-funding criteria. If we determined that pre-funding is required, you will provide immediately available and Collected Funds sufficient to pay all Entries initiated by you (a) not later than 8:00 a.m. local time 2 Business Days before each Effective Entry Date, and (b) prior to initiating any Entries for which pre-funding is required.

On-Us Entries. Except as provided in "Rejection of Entries" section of this Schedule, in the case of an On-Us Entry, we will credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements relating to the timely delivery of Entries to us and to the timely receipt of entries by us set forth in the "Processing, Transmittal and Settlement of Entries Generally" section above are met. If any of those requirements are not met, we will use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

Cancellation or Amendment of Entries. You will have no right to cancel or amend any Entry after we receive it. We may, at our option, accept a cancellation or amendment from you. If we accept an Entry cancellation or amendment, you must comply with the "Security Procedures" section of this Schedule. If we receive such a request before the affected Entry has been transmitted to the ACH Operator (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), we will use reasonable efforts to cancel or amend the Entry as requested, but we will have no liability if the cancellation or amendment is not completed. If we accept a cancellation or amendment of an Entry, you will indemnify, defend, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, we incur as the result of accepting the cancellation or amendment.

International Transactions. You won't initiate any IAT Entries without our prior approval. If we approve your origination of IAT Entries, the following provisions apply to all IAT Entries you originate:

(a) IAT Entries are transmitted by us in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by our processor on the date determined by our processor. You bear all risk of fluctuation in the applicable exchange rate.

(b) In the event of a returned IAT Entry, (i) consumer payments will be credited to you at the originated U.S. dollar amount and (ii) corporate payments will be credited to you at the exchange rate determined by our processor at the time of return.

(c) In the event of an error in an Entry or duplicate Entries, you will be liable for any and all losses caused by and a direct or indirect result from the error or duplicate Entry.

(d) You will originate all IAT Entries with an IAT SEC code and will comply with all the Nacha Rules related to IAT Entries.

(e) You will enter into an agreement with the Receiver in which the Receiver agrees to abide by the Nacha Rules in effect from time to time.

(f) You have reviewed and understand the portion of the Nacha Rules entitled "Exceptions for Outbound IAT Entries," and the laws, regulations, and rules of the country in which the Receiver is located will govern the matters listed within that subsection. You further represent and warrant that you understand how such laws, regulations, and rules differ from the Nacha Rules.

(g) You will indemnify us from and against any and all resulting claims, demands, losses, liabilities, or expenses, including attorneys' fees and costs, resulting directly or indirectly from your origination of an IAT Entry.

Provisional Settlement. You agree to perform your obligations under this Schedule and the Master Agreement in accordance with all applicable United States federal and state laws and regulations and other Applicable Laws relating to ACH transactions, including, but not limited to, the Nacha Rules, the Uniform Commercial Code, Article 4A (UCC, Article 4A), and the sanctions of OFAC (Office of Foreign Assets Control), and all ACH Entries initiated by you must comply with the foregoing laws, regulations, rules and procedures. No ACH Entry initiated by the you may violate the Applicable Laws of any state or the United States. **You agree to be bound by and comply with the provision of the Nacha Rules making a payment of an ACH Entry or Entries by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such ACH Entry or Entries. You specifically acknowledge that you have received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver for the amount credited, and you shall not be deemed to have paid the Receiver the amount of the ACH Entry or Entries.** You expressly authorize us to disclose your contact information, including telephone number, to any RDFI for the purpose of giving your contact information to the relevant Receiver.

EXCEPTION PROCESSING.

Reversals. Upon your proper and timely request, we will use reasonable efforts to complete a reversal of an Entry or File. Reversals may only be requested for the reasons permitted under applicable Nacha Rules. In addition, if you request reversal of a debit Entry or debit File, you must immediately deposit into a Designated Account an amount equal to the Entry or File to be reversed. You must also notify the Receiver of any reversing Entry initiated to correct any Entry initiated in error. Notification to the Receiver must include the reason for the reversal and must be made no later than the Settlement Date of the reversing Entry. Under no circumstances will we be liable for interest or related losses if a requested reversal of an Entry is not completed. You will reimburse us for any expenses, losses, or damages incurred in effecting or attempting to complete your request for reversal of an Entry.

Rejection of Entries. We have no obligation to accept Entries and therefore may reject any Entry issued by you. We have no obligation to notify you of the rejection of an Entry, but we may do so at our discretion. We will have no liability to you for rejection of an Entry and won't be liable to pay interest to you even if the amount of your payment order is fully covered by a withdrawable credit balance in a Designated Account or we've otherwise received full payment from you.

Entries Returned as Unauthorized; Unauthorized Rates. In the event the rate of Entries initiated by you and returned as unauthorized exceeds the permissible limit established by the Nacha Rules, in addition to our other rights under this Schedule and the Master Agreement, we may suspend your access to the Services and you will immediately provide the data requested by us, provide us with a reasonable plan of bringing the rate below the threshold, and take steps identified in such plan to bring the rate below that threshold. During this process you may ask us to request from the RDFI a copy of the Written Statement of Unauthorized Debit. We will use commercially reasonable efforts to obtain the Written Statement of Unauthorized Debit and, where received, will deliver it to you. You will not re-originate any transaction returned as unauthorized or for which authorization has been revoked unless and until the Receiver reauthorizes the Entry.

In the event the rate of Entries initiated by you and returned as unauthorized exceeds the permissible limit established by the Nacha Rules, we may suspend your access to the Services and you will immediately provide the data requested by us, provide us with a reasonable plan of bringing the rate below the threshold, and take steps identified in such plan to bring the rate below that threshold.

Prenotifications. You may send a prenotification that you intend to initiate an Entry to a particular Receiver within the time limits prescribed for such notice in the Nacha Rules. Such notice must be provided to us in the format and on the medium provided in the Nacha Rules. If you receive notice that such prenotification has been rejected by an RDFI within the period prescribed in the Nacha Rules, or that an RDFI won't receive Entries without having first received a copy of the Authorization Agreement signed by the Receiver, you won't initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such Authorization Agreement within the time limits set out in the Nacha Rules.

Notifications or Returned Entries and Notifications of Changes. We will notify you through the Online Banking Portal of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by you in accordance with the requirements of the Transmission of Entries section of this Schedule, we will have no obligation to retransmit a returned Entry to the ACH Operator if we've complied with the terms of this Schedule with respect to the original Entry. You will notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from us.

We will provide you all information to an Authorized User or through the Online Banking Portal, in accordance with the Nacha Rules, with respect to each Notification of Change ("**NOC**") Entry, Refused Notification of Change, or Corrected Notification of Change ("**Corrected NOC**") Entry received by us relating to Entries transmitted by you. We will provide such information to you within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. We will make commercially reasonable efforts to ensure that changes requested by the NOC or Corrected NOC are made within the earlier of six (6) Business Days of your receipt of the NOC information from us or prior to initiating another Entry to the Receiver's account.

SECURITY PROCEDURES.

Data and Security Protection. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers "or "spyware"), problems, or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or the Services. Any material downloaded or otherwise obtained is downloaded or obtained at your own discretion and risk, and we are not responsible for any damage to your computer or operating systems or for loss of data that results from the downloading or obtaining of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an Internet connection.

You will train Authorized Users, agents, and employees to detect and avoid the risks of such fraud. We are not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or Internet fraud. If you have questions with regard to best practices on detection and avoidance of fraud, please reach out to TreasuryManagement@swhb.com and we can provide some resources to you. You may also find resources at the FTC website - https://www.ftc.gov/business-guidance.

In the event of a breach of the Security Procedures, you will assist us in determining the manner and source of the breach. Such assistance may include, but won't be limited to, providing us or our agent or contractor access to your hard drives, storage media and devices, systems, and any other equipment or device that were used in breach of the Security Procedures. You will provide us with any analysis of such equipment, device, or Software or any report of such analysis you performed (directly or through any agents or contractors) or performed by any law enforcement agencies or any other third party. Your failure to assist may be deemed an admission by you that the breach of the Security Procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedures from you and not from a source controlled by us.

Error Detection. We have no obligation to discover and won't be liable to you for errors you make using the Services, including, but not limited to, errors made in identifying the Receiver, any intermediary or RDFI, or for errors in the amount of an Entry or for errors in Effective Entry Dates. We will likewise have no duty to discover and won't be liable for duplicate Entries you issue. If you discover that any Entry was initiated in error, you will promptly notify us of such error. If such notice is received no later than four (4) hours prior to our ACH processing deadline, we will use commercially reasonable efforts to initiate an adjusting Entry or stop payment of any credit Entry that is an On-Us Entry. In the event you make an error or issue a duplicate Entry, you will indemnify, defend, and hold us harmless from any loss, damages, or expenses, including, but not limited to, attorneys' fees, incurred by us as result of the error or issuance of duplicate Entries.

LIABILITY AND INDEMNIFICATION.

Limitation of Liability; Indemnity. IN ADDITION TO THE LIMITATIONS SET FORTH IN THE MASTER AGREEMENT, IN THE PERFORMANCE OF THE SERVICES, WE WILL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS, AND WARRANTIES YOU PROVIDE TO US UNDER THIS SCHEDULE AND THE MASTER AGREEMENT, AND WE WON'T BE RESPONSIBLE FOR ITS ACCURACY OR COMPLETENESS. WE WILL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY SET OUT IN THIS SCHEDULE AND WILL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. WE WON'T BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, TIMELINESS OF TRANSMITTAL, OR AUTHORIZATION OF ANY ENTRY RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON, AND NO SUCH PERSON IS DEEMED OUR AGENT.

IN ADDITION TO ALL OTHER INDEMNITIES SET FORTH ELSEWHERE IN THIS SCHEDULE AND THE MASTER AGREEMENT, YOU WILL INDEMNIFY US AGAINST ANY LOSS, LIABILITY, OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COSTS) RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON THAT WE ARE RESPONSIBLE FOR ANY OF YOUR ACTS OR OMISSIONS OR THOSE OF ANY OTHER PERSON.

Indemnification. In addition to any indemnity set out in the Master Agreement, you will indemnify, defend, and hold us, and our officers, directors, agents, and employees harmless from and against any and all actions, costs, claims, losses, damages, or expenses, including, without limitation, attorneys' fees and expenses, resulting from or arising out of (a) any breach of any of your covenants, agreements, representations or warranties contained in this Schedule (including, without limitation, any failure to comply with the Nacha Rules), or (b) any act or omission of you or any other person acting on your behalf, including, without limitation, your Authorized Administrators, Security Administrators (if any), Authorized Users, and Service Providers.