REMOTE DEPOSIT CAPTURE SERVICE AGREEMENT

This REMOTE DEPOSIT CAPTURE SERVICE AGREEMENT ("Agreement") dated as of, 2022 governs your ability to use the remote deposit capture service provided to you by **GFA Federal Credit Union ("GFA")**, a Massachusetts credit union with an office at 229 Parker Street, Gardner, MA 01440 and **_____**, a _____(the "**Client**").

WHEREAS GFA offers a remote deposit capture service which allows its clients to image checks electronically and process such imaged checks for deposit directly to an account at the GFA using a check scanner, Software, an Internet connection, or a mobile device application (the "RDC Services");

WHEREAS Client wishes to access and use the RDC Services;

WHEREAS GFA is willing to provide the RDC Services to the Client subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

I.   Definitions

1.   Account shall mean each of Client's checking accounts at the GFA into which Imaged Checks will be deposited through the RDC Service.

2.   Authorized Person shall mean all employees, representatives, agents, and designees of Client authorized by the GFA to access, use, or oversee the use of, the RDC Services as provided in Section II.15 hereof.

3.   Business Day shall mean every day upon which the GFA has regular business hours except Saturdays, Sundays, and Federal and State holidays.

4.   Check shall have the meaning set forth in REG CC (defined below), which includes:

  a. a negotiable demand draft drawn on or payable through or at an office of a GFA;

  b. a negotiable demand draft drawn on a Federal Reserve GFA or a Federal Home Loan GFA;

  c. a negotiable demand draft drawn on the Treasury of the United States;

d. a demand draft drawn on a state government or unit of general local government that is not payable through or at a GFA; or

e. a traveler's check drawn on or payable through or at a GFA.

The term Check includes an original check and a Substitute Check. The term Check does not include a noncash item or an item payable in a medium other than United States money and also excludes any checks drawn upon a foreign GFA or any non-U.S. financial institution. A draft may be a check even though it is described on its face by another term, such as money order. The term Check also includes a demand draft of the type described above that is nonnegotiable.

5. *Client Information.* shall mean all data or information pertaining to any Authorized Person; and (ii) all data or information transmitted by Customer to GFA or into or through the RDC Services and all data or information emanating from such transmissions.

6. *Cutoff* shall mean 3:00 PM Eastern Time. Items and any files received after 3:00 PM Eastern Time will be processed on the next Business Day.

7. *Deposit* shall mean presentment by Client to GFA of an Imaged Check using the RDC Services, processing of such Imaged Check by GFA and any Participants and crediting all amounts due and payable under such Imaged Check to the Client's Account.

8. *Destructive Elements* shall mean computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the RDC Services or any other associated Software, firmware, Hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices), or any other harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the RDC Services to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

9. *Endorse/Endorsement* shall mean a signature or stamp made by the Client on the back of a Check for the purposes of negotiating the Check as set forth in the Rules below in Section 14.

10. *Equipment* shall mean the hardware (such hardware including connection cables and associated equipment, Client installed Software, and telecommunications and connectivity service) (collectively, "**Hardware**"), software ("**Software**"), or mobile applications necessary to use and access the RDC Services. Client shall download, install, maintain and update such Equipment from time to time as required.

11. *Functional Specifications shall mean the features, functionality, configuration, operating characteristics, maintenance, documentation and other specifications or requirements for the RDC Services that are: (i) published by GFA in either written or electronic form; or (ii) present in the RDC Services.*

12. *Imaged Check* shall mean an electronic image of an original Check or a Substitute Check created by Client for the purpose of transmitting such item for processing through the RDC Services.

13. *Item* shall mean any Check, instrument, note, draft or document that Client processes, or attempts to process through the RDC Services, including any electronic files intended to be Imaged Checks but which contain material errors.

14. *MICR Line* shall mean the Magnetic Ink Character Recognition Line as defined in the Check 21 Act (defined below) which can be read by optical scanner equipment and includes numbers which may include the GFA routing number and transit number, account number, check number, check amount and other auxiliary information such as a Client location or division, that

are printed near the bottom of a check in magnetic ink in accordance with the Check 21 Act, as may be amended from time to time.

15. *Participants* shall mean GFA, its correspondent GFAs, any financial institution, clearing house, courier or other entity or location allowing delivery or other presentment of Imaged Checks.

16. *RDC Services* may mean the use of the remote deposit service by using a check scanner, an internet connection, and related require Equipment. It may also mean the download and use of a mobile device application.

17. *Rules* shall mean all applicable Federal and State laws and regulations, which Client and GFA shall comply with in all regards, including the requirements set forth in the Federal Check Clearing for the 21st Century Act ("Check 21 Act") or any successor legislation, Federal Reserve GFA Regulation CC – Availability of Funds and Collection of Checks ("REG CC"), any applicable Automated Clearing House rules and regulations, the rules and regulations of the Office of Foreign Assets Control (OFAC), the BSA Secrecy Act, the USA PATRIOT ACT, the GFA's Deposit Account Rules, this Agreement, the Uniform Commercial Code in effect in the Commonwealth of Massachusetts (the "UCC"), including any data security requirements set forth in 201 CMR 17.00 (the "Massachusetts Regulations") in each case as applicable to Client and/or GFA and any third party service provider agreements between the GFA and third parties required in connection with the RDC Services, all as are currently in effect and as may be amended from time to time. Notwithstanding the forgoing, GFA agrees that the following are expressly excluded from the Rules and shall be referred to herein as "**Excluded Rules**": any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

18. *Substitute Check* shall have the meaning provided in the Check 21 Act, which includes a paper reproduction of the original check that:

    a.   contains an image of the front and back of the original check;

    b.   bears an MICR line containing all the information appearing on the MICR line of the original check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks;

    c.   conforms, in paper stock, dimension and otherwise, with generally applicable industry standards for substitute checks; and

    d.   is suitable for automated processing in the same manner as the original check.

II.   Client Undertakings

1. Account. Upon or prior to entering into this Agreement, Client will open and maintain an Account with GFA to which GFA will credit Deposits and deduct any fees due hereunder. If a Client Account exists prior to Client entering into this Agreement, Client may designate such Account for Deposits. All such credits are provisional, and GFA may charge the Account, as well as any other account of Client with GFA, for the amount of a returned or rejected Imaged Check or other fees associated with the RDC Service.

2. Endorsements. In the event the Equipment is not programmed to automatically Endorse Imaged Checks transmitted to the GFA, Client shall Endorse the back of every Check prior to any

scanning process. Client authorizes the GFA to supply an endorsement on Clients behalf for deposit into Client's Account if a Check is missing or has an improper endorsement.

3. Disposition of Paper Checks. Client shall maintain original, paper Checks for a period of no more than thirty (30) days in a secure manner such that the paper Checks are not reprocessed and/or redeposited on separate occasions. The paper Check may be requested by the GFA if necessary for reprocessing to correct an unreadable transmission. Upon the conclusion of such storage period, Client shall immediately shred all paper Checks deposited through the RDC Services.

4. Electronic Record Retention. Without limiting GFA's confidentiality and data security obligations set forth in this Agreement, Client shall be responsible for the security of all check images and electronic files created and maintained by Client in connection with the RDC Services.

5. Deposit Limits. For the purpose of the RDC Services, Client's maximum daily limit and single check limit (limit on the dollar amount and/or number of Checks that Client may transmit through the RDC Services each day) shall be mutually agreed upon by the GFA and the Client. These threshold amounts may be adjusted from time to time in writing upon thirty days 'prior written notice byGFA in GFA's sole reasonable discretion.

6. Electronic Deposits; Scanning and Transmission Technology. Client shall purchase, install, download, update and maintain the Hardware All Hardware shall conform to any then-current standards set forth in the Rules,. Client shall be solely responsible for the maintenance, operation and security of such RDC Hardware at all times.

7. Policies, Procedures and Audit Practices. Client shall establish and maintain polices, procedures and audit practices in compliance with all requirements set forth in this Agreement. Client shall permit any and all of GFA's designees to enter Client's premises and review Client's books, records and systems during Client's ordinary business hours upon reasonable advance notice to audit any aspect of Client's business associated with the RDC Services to ensure compliance with this Agreement.. Client shall provide in a timely manner all information reasonably requested by GFA in connection with any audit or review by GFA or its designees of Client's compliance with this Agreement and safe and effective use of the RDC Services. Client shall promptly correct any matter identified as requiring modification by the GFA following any such audit inspection and certify same to GFA. GFA shall only be able to conduct audits in accordance with this Section 7 once during any 12 month period

8. Transmissions. Client shall use commercially reasonable efforts to transmit Imaged Checks by 3:00 P.M. Central Standard Time each day and shall notify GFA promptly upon discovering any errors in any transmission to the GFA. Client shall use commercially reasonable efforts to resolve errors in any Imaged Checks and any associated files transmitted to the GFA and GFA will make commercially reasonable efforts to assist Client in resolving transmission errors, however any adjustments shall be made in accordance with this Agreement, and such errors shall be treated as set forth in Section II.9 below. Imaged Checks received after the Cutoff will be processed on the next Business Day following transmission.

9. Image Standards and Data Transmissions. Prior to scanning Checks and processing Imaged Checks through the RDC Services, Client shall verify all Checks to ensure, and Client guarantees, that all Checks contain an acceptable and accurate payee name, posting date, amount, serial number, GFA routing and transit numbers, account number, name and payor's signature. If Client is required to Endorse any Checks prior to scanning, Client shall verify, and guarantees, that any such Endorsements fulfill all requirements set forth in this Agreement. Following scanning, Client shall review and approve the batch balance and shall approve the contents of the batch transmitted to the GFA for processing. Client shall refrain from processing any Items through the RDC Services that (i) do not fulfill the requirements set forth in this Agreement for Imaged Checks and (ii) that do not qualify as Substitute Checks, and GFA and/or Participants may reject and

return to Client any and all Items that fail to meet established industry standards regarding Substitute Checks that may be Deposited using the RDC Services and any and all costs, expense, charge, fee or liability for such rejection and/or return assessed by GFA and/or any Participant shall be borne solely by the Client and may be debited directly from the Client's Account by GFA. It shall be the sole responsibility of Client to correct and resubmit any rejected Items. Client will not attempt to process through the RDC Services any Item without first being in possession of a paper Check, payable to the order of the Client. Client shall, under all circumstances, refrain from depositing any Check payable to any third party using the RDC Services (however "third party names" shall not be deemed to include any Client affiliate names, operating names, trade names or a d/b/a used by the Client). Once Client has used the RDC Services to deposit a Check, Client shall not present, or allow anyone else to present the original Check or a substitute check of the original Check again for deposit through the RDC Services or by any other means. Client agrees that GFA may debit from the Account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in the Account are insufficient to cover such amount, Client shall remain liable to the GFA for such amount, and the GFA shalhave the right to debit the deficiency amount from any other of Client's account(s) with the GFA in the GFA's sole discretion.

0. *Reconciliation.* Client agrees to notify GFA promptly of any discrepancy between Client's records and the information shown on any periodic statement issued by the GFA. If Client fails to notify GFA of any such discrepancy promptly within sixty (60) calendar days following Deposit, GFA shall not be liable for any such discrepancy or other losses with respect to any item shown on such periodic statement.

1. *Contingency Plan*. The RDC Services are generally available 7 days a week, 24 hours a day. At certain times the RDC Services may not be available due to system maintenance or technical difficulties, including those of internet and connectivity service providers, the Software or circumstances beyond the GFA's control. If Client is not able to use the RDC Services or make deposits, Client will deliver the original paper Checks to the nearest available GFA branch for processing according to GFA Policy and Procedure for paper Checks, or deliver such original paper Checks by overnight mail to the GFA, or may deposit Checks through certain of the GFA's ATMs and shall continue to do so until such time as the external events cease and the RDC Services become available. Such deposits shall be governed by the terms and conditions contained in your GFA Account Agreement and not by the terms of this Agreement. The GFA is not responsible for providing an alternate method of remote deposit if the RDC Services are not available.

2. *Confidentiality.* Client shall preserve the confidentiality of all user IDs, passwords, test keys, source or object code, Software or identifiers associated with the RDC Services ("RDC Confidential Information") and to prevent the use of or access to the service by unauthorized persons. Client agrees to hold all RDC Confidential Information in strict confidence and to disclose the RDC Confidential Information only to those Authorized Persons whose duties reasonably require access to same, provided that all such Authorized Persons are informed of such use or disclosure restrictions set forth herein. Client shall use no less than reasonable care to prevent any third party from learning or accessing such information. Client shall also hold all information disclosed by GFA ("GFA Confidential Information") in strict confidence and shall disclose same only to those Authorized Persons whose duties reasonably require access thereto, provided that all such Authorized Persons are informed of and subject to restrictions substantially similar to the confidentiality obligations set forth herein. Such confidentiality obligations shall not however apply to information that (a) is now or hereafter becomes through no act or failure of the receiving party, generally known or available; (b) is known by the recipient at the time of receiving such information, as evidenced by the receiving party's records; (c) is hereafter furnished to the recipient by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by recipient; or (e) is required to be disclosed by law or in connection with a legal or administrative hearing.

3. *License*. GFA hereby grants to Client, for so long as this Agreement is in effect, a non-exclusive, limited license to use the RDC Confidential Information in connection with the RDC Services. Client shall have no right to sublicense such rights hereunder except as otherwise agreed in writing by the parties. Client shall refrain from challenging in any way GFA's or any third-party ownership of any intellectual property rights, or the right to file any applications for any intellectual property protection, regarding or related in any way to the RDC Confidential Information.

4. *Client Information*. All Client Information shall be true and correct in all material respects and fairly present Client's financial condition as of the date such information is provided to the GFA. Financial and credit Client Information shall be in a form reasonably acceptable to GFA and may include any and all reports developed in connection with any independent or internal audits of Client as GFA may reasonably request. Client grants GFA permission to request and obtain, from time to time, credit reports from credit reporting agencies and information regarding Client from third parties for the GFA's purpose of administering the RDC Services.Client owns and retains all intellectual property rights in and to Client Information. Client Information is hereby deemed Customer's Confidential Information. Client grants GFA a non-exclusive, non-transferable right and license to store, host, reproduce, and maintain Client Information during the term of this Agreement solely for the purposes of administering the RDC Services.

0. Authorized Person. At the time the Client enters into this Agreement, Client shall designate, on Exhibit A the Authorized Persons who shall have the right to access, download, use and supervise the use of the RDC Services on Client's behalf at the time the Client enters into this Agreement. On each event that Client shall update the Authorized Person, Client shall notify GFA within a commercially reasonable timeframe prior to such new authorization taking effect, and such notice shall be deemed to automatically update Exhibit A. Client agrees to assume all responsibility for the acts and omissions of the Authorized Persons. GFA will issue user ID and password to the Authorized Person via secure connection. Client shall take all action to ensure that Authorized Person use only the unique user ID and password issued to such Authorized Person to access and use the RDC Services, and Client shall report to the GFA any event or circumstances it discovers during which any Authorized Person used a GFA-issued user ID and password issued to another Authorized Person to access and use the RDC Services. On each event that Client shall require the removal of the Authorized Person from Exhibit A, Client shall notify the GFA thereof in writing within a commercially reasonable timeframe prior to such authorization being revoked. In the event Client requires the immediate removal of an Authorized Person from Exhibit A, Client shall contact the GFA's client service representatives either in-person or by telephone and provide a written request for removal in such form as the GFA may reasonably require.

1. Fees. Client shall pay GFA the fees and costs for the RDC Services that the GFA may charge from time to time.

2. Indemnification. Each party ("Indemnifying Party") shall indemnify and hold harmless the the other party and its employees, officers, directors, and trustees ("Indemnified Parties") from and against any claim, cost, fees, liability, damage, penalty, or other expense of any nature (including, without limitation, attorneys' fees and court costs) arising directly or indirectly out of the following from the Indemnifying Party or its personnel, agents, or representatives: (i) negligence, willful misconduct, or any more culpable act or omission in connection with this Agreement; or (ii) a breach material breach of this agreement, including any representation or warranty under this Agreement. Any Indemnified Party seeking indemnification under this Agreement will promptly notify the Indemnifying Party in writing of the claim and cooperate with the other Party in defending the claim. To the extent permitted by applicable law, the indemnifying Party will have full control and authority over the defense provided, however, that: (i) any settlement requiring the indemnified Party to admit liability, be subject to injunctive or other equitable penalties, or to pay any money damages will require that Party's prior written consent; and (ii) the Indemnified Party may join in the defense with its own counsel at its own expense.

3. System Requirements. Client acknowledges that it is the Client's responsibility to maintain its own operating systems, Software, downloads, virus protection and security codes that are up to date to protect itself and its clients from system failure and data breaches. The GFA requires the following minimum standards in connection with use of the RDC Services:

a. Operating System: The operating system (desktop or mobile) utilized by the Client shall have registered Software installed or downloaded which is both serviceable and allows patches.
b. Browser: Any browser used by the Client shall be up to date (the most recent publicly available version).
c. Anti-virus protection: Anti-virus protections maintained by the Client shall use up to date subscriptions and definitions and any "auto update" feature shall be enabled.
d. Patching: all Software utilized in connection with the RDC Services shall have patching enabled and will automatically download and apply all patches made available by the licensor of such Software. Third party applications requiring manual updating (i.e., *Adobe Acrobat*) shall be promptly and regularly updated.

  e. <u>Passwords:</u> Client shall require that all system users obtain a password between 8 and 15 characters. Such password shall require at least one uppercase letter, at least one lowercase letter, at least one number. Passwords must be modified at least every ninety (90) days.

III. GFA Undertakings

1. *Transaction Routing*. Imaged Checks transmitted to the GFA may be subject to verification and inspection by any Participant, however no Participant is required to inspect or verify any Items. GFA may process the Imaged checks through such Participants as may be required for the purpose of making a Deposit. The method of such transfer and identity of the Participants shall be subject to all applicable Rules. GFA may, at any time, suspend the RDC Services to the Client in the event the GFA has reason to suspect that any fraud, unauthorized use, security breach or other event compromises the proper operation of the RDC Services, and the GFA may continue such suspension for so long as GFA deems necessary to resolve the improper use of the RDC Services.

2. *Cutoff*. GFA reserves the right to change the Cutoff or processing deadlines as may be necessary to ensure proper functioning of the RDC Services.

3. *Detection of Errors*. Notwithstanding compliance by Client with all of its obligations hereunder, GFA shall not be required to make any Deposit associated with an Imaged Check received from Client in the following circumstances:

  a. If a legal order directs GFA to prohibit withdrawals from any Account;
  b. If Client's Account is closed, or if it has been frozen;
  c. If the transfer is in excess of the then-applicable RDC Limits;
  d. If the transfer is prohibited or restricted in any way by this Agreement;
  e. If circumstances beyond GFA's control (for example fire, flood, interruption in telephone service, or other communications lines) prevent the transfer, despite reasonable precautions taken by the GFA.

4. *Availability for Withdrawal.* Funds for the Checks Client deposits through the RDC Services will not be immediately available. The funds for all accepted Checks shall be available for withdrawal by Client within such period of time as may be required under the GFA's Funds Availability Policy, as amended from time to time.

5. *Limitation of Liability*. THE GFA SHALL NOT BE LIABLE TO CLIENT FOR ANY DAMAGES OR LOSSES THAT CLIENT MAY SUFFER OR INCUR IN CONNECTION WITH THE RDC SERVICES, INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO PROVIDE, OR DELAY IN PROVIDING, ACCESS TO THE SERVICE EXCEPT (A) TO THE EXTENT SUCH DAMAGES OR LOSSES ARE CAUSED BY GFA'S BREACH OF THIS AGREEMENT; OR (B) TO THE EXTENT SUCH DAMAGES OR LOSSES ARE DIRECTLY CAUSED BY THE GFA'S NEGLIGENCE, WILLFUL MISCONDUCT, OR MORE CULPABLE CONDUCT. WITHOUT LIMITING THE FOREGOING, THE GFA SHALL NOT BE LIABLE TO CLIENT FOR ANY OF THE FOLLOWING: (A) ANY DAMAGES, LOSSES, COSTS OR OTHER CONSEQUENCES CAUSED BY THE GFA'S ACTIONS THAT ARE SOLEY BASED ON INFORMATION OR INSTRUCTIONS CLIENT PROVIDES; (B) ANY UNAUTHORIZED CHECKS INITIATED OR CAUSED BY CLIENT OR CLIENT'S EMPLOYEES, AGENTS OR REPRESENTATIVES; (C) ANY REFUSAL OF A PAYOR FINANCIAL INSTITUTION TO PAY A CHECK FOR ANY REASON (OTHER THAN CAUSED BY THE GFA'S NEGLIGENCE WILLFUL MISCONDUCT, OR MORE CULPABLE CONDUCT), INCLUDING WITHOUT LIMITATION, THAT THE CHECK WAS UNAUTHORIZED, COUNTERFEIT, ALTERED OR HAD A FORGED SIGNATURE; (D) CLIENT OR ANY OTHER PARTY'S INABILITY TO TRANSMIT OR RECEIVE DATA ; (E) DAMAGES OR LOSSES TO THE EXTENT CAUSED BY CLIENT'S

FAILURE TO COMPLY WITH CLIENT'S COVENANTS, UNDERTAKINGS AND REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT.

THE GFA'S LIABILITY FOR ERRORS OR OMISSIONS WITH RESPECT TO THE DATA TRANSMITTED BY THE GFA OR PRINTED BY THE GFA IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO IMMEDIATELY CORRECTING THE ERRORS OR OMISSIONS. CORRECTION WILL BE LIMITED TO IMMEDIATELY REPROCESSING, REPRINTING AND/OR REPRESENTING THE CHECKS TO THE PAYOR FINANCIAL INSTITUTION.

THE LIMITATIONS OF LIABILITY AND REMEDIES IN THIS SECTION ARE IN ADDITION TO, AND NOT IN LIEU OF, OTHER LIMITATIONS OR REMEDIES CONTAINED ELSEWHERE IN THIS AGREEMENT.

GFA ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL CLIENT BE LIABLE TO GFA OR ANY SUBCONTRACTOR, SUB-PROCESSOR, OR THIRD PARTY-PROVIDERS UTILIZED IN CONNECTION TO THIS AGREEMENT IN EXCESS OF TOTAL VALUE OF AMOUNTS DEPOSITED IN CLIENT'S ACCOUNT (AS DEFINED SECTION I(1)) REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CLIENT HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY GFA ACCOUNT AGREEMENT OR ACCOUNT DISCLOSURES TO THE CONTRARY, BOTH PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE APPLICABLE PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE PROVIDED BY LAW.

CLIENT ACKNOWLEDGES THAT, IN PROVIDING THE RDC SERVICES, THE GFA MAY UTILIZE AND RELY UPON CERTAIN THIRD-PARTY SERVICE PROVIDERS TO PROVIDE SERVICES TO THE GFA. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT'S RIGHTS UNDER THIS AGREEMENT SHALL BE SOLELY AND EXCLUSIVELY AGAINST THE GFA, AND CLIENT, SUBJECT TO SECTION 6 (SUBCONTRACTING) SHALL HAVE NO RIGHT OR RECOURSE AGAINST ANY THIRD-PARTY SERVICE PROVIDER HEREUNDER WHATSOEVER, AND CLIENT HEREBY WAIVES ANY AND ALL SUCH RIGHTS OR RECOURSE, DIRECTLY, AGAINST ANY THIRD-PARTY SERVICE PROVIDER.

THE CLIENT ACKNOWLEDGES AND AGREES THAT BUT FOR THE LIMITATION OF LIABILITY PROVISIONS HEREOF, THE GFA WOULD BE UNWILLING AND WOULD NOT MAKE THE RDC SERVICES AVAILABLE AS A PRODUCT TO ITS CLIENTS.

The limitations set forth in this Section 5 (Limitation of Liability) shall not apply: (I) ANY BREACH OF SECTION 6 (CONFIDENTIALITY); (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; OR (III) ANY CLAIM BASED UPON A PARTY'S NEGLIGENCE, WILLFUL MISCONDUCT, OR MORE CULPABLE CONDUCT.

6. Confidentiality. "Confidential Information" means all information given to one Party ("Receiving Party") or its affiliates by the other Party ("Disclosing Party") or its affiliates or is otherwise acquired by, or made accessible to, the Receiving Party or its affiliates in connection with this Agreement, and all information derived or generated there from. The following shall not be deemed Confidential Information: (i) information that was independently developed by the Receiving Party without use or reference to any of the Disclosing Party's Confidential Information; (ii) information that is or was lawfully received from a third-party without any restriction on use; or (c) information that becomes or was part of the public domain through no breach of this Section 6 (Confidentiality) by the Receiving Party. The Receiving Party shall not, except as otherwise provided below: (i) use or

reproduce the Disclosing Party's Confidential Information for any purpose other than as required to perform the obligations or exercise the rights granted in connection nwith this Agreement; or (b) disclose the Disclosing Party's Confidential Information to any third-party without the prior written consent of the Disclosing Party, except to personnel, consultants, agents, and representatives of the Receiving Party or its affiliates who have a need to know such information in connection to the Services, and the Receiving Party shall be responsible for the actions and omissions of such Parties. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law or legal process, but only after it, if permitted by law: (i) uses commercially reasonable efforts to notify the Disclosing Party of such requirement in writing; (ii) gives the Disclosing Party the opportunity to challenge the requirement to disclose; and (iii) cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order. The Receiving Party shall: (i) use at least the same degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature and value, but no less than reasonable care to protect and maintain the Disclosing Party's Confidential Information; and (ii) returns or destroys all or part of the Disclosing Party's Confidential Information in the Receiving Party's possession or control as requested by the Disclosing Party. Notwithstanding the forgoing, the Receiving Party may retain computer back up tapes or similar storage made in the ordinary course of the Receiving Party's business that contain the Disclosing Party's Information; provided, however, that the Receiving Party shall continue to comply with the obligations in this Section 6 (Confidential Information) with respect to such Confidential Information. The Disclosing Party is the exclusive owner of and has all rights to its Confidential Information, including Intellectual Property Rights, and no right, title, interest or license to the Receiving Party is either granted or implied under any Intellectual Property Rights by the disclosure of Confidential Information. Neither Party may originate any publicity, news release, technical article, advertising, or other announcement (written, electronic or oral) whether made to the public press or others relating to this Agreement (each, a "Publicized Statement") except as required by law. If a Party is required by law to make a Publicized Statement, such Party shall: (i) consult with the other Party with sufficiently reasonable time prior to the Public Statement for the other Party to provide comments thereon and prevent its release to the extent such endeavors are lawfully permitted; and (ii) provide the other Party with a copy of the Publicized Statement and all materials in connection therewith prior to the release of the Publicized Statement. Without limiting the forgoing, neither Party may use the names, logos or trademarks of the other Party or its affiliates for any promotional purposes.

7. Return Items, Rejection of Deposits. If Images of Checks deposited by Client are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a Participant for any reason, including, but not limited, to issues relating to the quality of the Image, Client understands and agrees that the original Check will not be returned, and Financial Institution may charge back an Image of the Check to Client's Account. Client understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. The GFA is not liable for any service or late charges that may be imposed

against the Client due to the GFA's or any Participant's rejection of or other failure to process any Check that Client transmits for deposit through the RDC Services. In all cases, Client is responsible for any loss or overdraft plus any applicable fees to the Account due to a Check being returned.

8. *Rejection of Items*. GFA and Participants shall have the right to reject any Item, batch, or file of Items, which does not comply with the requirements set forth herein, and Client, subject to the limitations of liability set forth in this Agreement, shall be liable to the GFA for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the GFA relating to such deposits. In the event that the GFA credits Client's account for a Check that is subsequently dishonored and returned, Client authorizes the GFA to debit the amount of such Check plus any associated fees from the Account. To the extent that funds in the Account are insufficient to cover such amount, GFA shall debit the deficiency amount from any of Client's other account(s) with the GFA in the GFA's sole discretion. The GFA's right to charge the Client's account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

9. *Notice of Returned Items*. Client acknowledges and agrees that the GFA will make every reasonable effort to provide notice of rejected deposits. Notwithstanding the above, the GFA, and any Participant, may reject any Check transmitted through the RDC Services in the GFA's, or the Participant's, lawful and reasonable discretion and the GFA will not be liable for any such rejection or failure to notify Client of such rejection except to the extent that such rejection or failure to notify was the result of GFA's negligence, willful misconduct, or more culpable conduct. If the GFA Rejects a Check for remote deposit, Client may be required to physically deposit the original Check.

10. *Periodic Statements*. Items that are successfully deposited in or credited to Client's Account will be included on Client's periodic statement issued by GFA with respect to the Account. Client shall review and report any discrepancies on any periodic statement to the GFA in accordance with Section II.10 above.

11. *Electronic Record Retention*. GFA shall maintain all data regarding any Items and associated files for such period as may be required under this Agreement or under Federal or State law or regulation, and shall indemnify and hold Client harmless from any loss, claim, action or other liability in connection with any unauthorized access of Client's records as a result of the GFA's gross negligence or willful misconduct.

12. *Disclaimer of Warranties*. CLIENT AGREES THAT, EXCEPT WITH RESPECT TO EXPRESS REPRESENATIONS AND WARRANTIES MADE BY GFA IN THIS AGREEMENT, CLIENT'S USE OF THE RDC SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTY PROVIDERS) IS AT CLIENT'S SOLE RISK AND IS PROVIDED ON AN "AS IS, WHERE IS AND AS AVAILABLE" BASIS. EXCEPT WITH RESPECT TO EXPRESS REPRESENATIONS AND WARRANTIES MADE BY GFA IN THIS AGREEMENT, THE GFA DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE GFAING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. .THE GFA MAKES NO WARRANTY THAT ANY REMOTE GFAING SERVICE WILL MEET CLIENT'S REQUIREMENTS OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR TIMELY. THE GFA MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE GFAING SERVICE OR TECHNOLOGY WILL BE CORRECTED. CLIENT FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND TELECOMMUNICATION LINES OR CIRCUITS. CLIENT HEREBY ASSUMES ALL OF THE FOREGOING RISKS. CLIENT AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY GFA EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE RDC SERVICES.

IV.　　Representations and Warranties

1. *Client Representations and Warranties*

In addition to the covenants set forth in Section II, Client represents and warrants to GFA as follows:

a. *Organization and Good Standing*. Client is duly organized, validly existing and in good standing under the laws of the state in which it is incorporated.

b. *Authority and Capacity*. Client has all requisite power, authority and capacity to enter into this Agreement and to perform the obligations required by it hereunder.

c. *Enforceability*. This Agreement is the legal, valid and binding obligation of Client, enforceable in accordance with its terms, except only as such enforcement may be limited by applicable debtor relief laws and principles of equity.

d. *Compliance.* Client warrants that it shall comply with all covenants and obligations set forth herein and shall refrain from using the RDC Program in any manner that would cause the GFA to be in violation of any Rule or engage in or permit any use of the RDC Program that is illegal or fraudulent; provided, however, that Client's violation of any Excluded Rule, as defined herein, shall not b deemed a violation of this Section (d) or the Agreement.

2. *GFA Representations and Warranties*

In connection with this Agreement, GFA represents and warrants to Client as follows:

a. *Organization and Good Standing*. GFA is a savings GFA duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

b. *Authority and Capacity*. GFA has all requisite power, authority and capacity to enter into this Agreement and to perform the obligations required by it hereunder.

c. *Enforceability*. This Agreement is the legal, valid and binding obligation of GFA, enforceable in accordance with its terms, except only as such enforcement may be limited by applicable debtor relief laws and principles of equity.

d. *The Hardware shall: (i) be fere from defects in design, marketing, workmanship, material, and manufacture; (ii) comply with the requirements of this Agreement; (iii)be of merchantable quality and shall be fit and suitable for the purpose intended. GFA further represents and warrants to Client that the Hardware the process by which they are made, the use for which they are designed by Seller, and Buyer's use of the Hardware will not infringe any patent, trademark, copyright or other rights of any third parties.*

e. GFA, and the RDC Services, will be in compliance with all applicable laws, statutes, ordinances, regulations and executive orders; provided, however, that Client's violation of any Excluded Rule, as defined herein, shall not b deemed a violation of this Section (d) or the Agreement. .

f.　　The RDC Services, including the Software, will not infringe or misappropriate any third-party intellectual property rights or violate any duty that GFA has to a third party.

g.　　The Software will not contain any Destructive Elements at the time such Software is delivered to Client, and GFA will not knowingly introduce any Destructive Elements into the Software.

h.　　The Software will perform in material compliance with the Functional Specifications.

i.　　GFA will comply with Exhibit B (Privacy) and Exhibit C (Information Security attached hereto.

V.　　General

1. *Termination*. This Agreement will terminate automatically and without notice if the Account is closed. This Agreement also may be terminated at any time with or without cause: (i) by Client immediately upon written notice to GFA; or (ii) by GFA upon sixty (60) days' prior written notice to Client.

Termination shall not affect Client's responsibilities or GFA's rights with respect to any Imaged Check transmitted to GFA prior to the effective date of termination or with respect to any fees or charges due and owing to GFA at the time of the termination. In connection with any such termination, the parties shall provide each other all reasonable assistance and shall deliver any

data, information or documents associated with the RDC Services that the other party may reasonably request.

2. Amendment. This Agreement may be amended by mutual agreement of the GFA and Client. Any such amendment shall be in writing and signed by both parties. Notwithstanding the above, (i) the GFA shall have the right to unilaterally modify GFA Policies and Procedures, including the Cutoff, the RDC Limits, and the fees that GFA may charge for the RDC Services, any of which changes shall be effective after no less than thirty (30) days' prior written notice thereof to Client (provided, however, that GFA shall not increase its charges more than one time in a twelve month period and such increases shall not exceed 3% of the then applicable rates), and (ii) the Client may update <u>Exhibit A</u> from time to time by following the notice procedure set forth in Section II.15 above.

3. Assignment. Neither party may assign this agreement without the express written consent of the other party; provided, however, that either party may assign this agreement to an affiliate or in connection to a merger, reorganization, acquisition, or sale of substantially all of the assets of the business. This Agreement is binding upon all parties' successors, assigns and representatives.

4. Applicable Law. The laws of the Commonwealth of Massachusetts shall govern the Agreement. The state or federal courts located in the Commonwealth of Massachusetts, shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement.

5. Notification. Any notice required or permitted to be given pursuant to this Agreement will be in writing and will be delivered (in hand, FAX, email, or First-Class mail or overnight courier) to the other party at the address first provided above for GFA and on file with GFA for Client, or at such subsequent address as each party may notify the other in writing. Email notices to Client shall be sent to _____. Email notices sent to GFA shall be sent to _____

6. Subcontracting. GFA is responsible, and assumes liability, for all the acts and omissions of its Participants, subcontractors, sub-processors, and all other third-party providers in connection to this Agreement.

7. Survival. The obligations set forth in Sections II.13, II.14, II.18, III.5, III.6 and V.4 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Client: _____   **Authorized Remote Deposit Check Scanner User per Exhibit A:**

By: _____   By: _____

Printed Name: Printed Name:

Title: Title:

GFA Federal Credit Union

By:_____

Printed Name: Todd R. Mandella

Title: EVP/COO_____   *Remote Deposit Capture Services Agreement – 01/03/2022*

Exhibit A

Authorized Remote Deposit Check Scanner User

Printed Name: **_____**

Email Address:

Printed Name: _____

Email Address: _____

Printed Name: _____

Email Address: _____

Printed Name: _____

Email Address: _____

Exhibit A

Privacy

1.   **Definitions**.

(a)   "**Data Protection Law**" means all laws and regulations applicable to the Processing of Client's Personal Information, including the CCPA, and any state or federal privacy legislation that is currently in effect or enacted or implemented at a later date.

(b)   "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

(c)   "**Process**", "**Processed**", and "**Processing**" means any operation or set of operations that are performed on Personal Information by either automated or not automated means.

(d)   "**Sell**" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means personal information by GFA to another business or a third party for monetary or other valuable consideration.

(e)   "**Share**" means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Information for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions for cross-context behavioral advertising for the benefit of a business in which no money is exchanged.

(f)   "**Privacy Breach**" means any unauthorized access, acquisition, use, alteration, disclosure, loss or destruction of, or damage to, Client's Personal Information, or any breach of Data Protection Law, or the requirements of this Agreement with respect to the Processing of Client's Personal Information by or on behalf of GFA.

2.   **Processing of Client's Personal Information and Data Subject Rights**.

(a)   GFA will, at all times, Process Client's Personal Information in accordance with Data Protection Law.

(b)   GFA shall only Process Client's Personal Information as is necessary for the performance of Services.

(c)   GFA's Processing of Client's Personal Information shall be compliant with Exhibit C (Information Security Policy) and all applicable confidentiality provisions set forth in this Agreement.

(d)   GFA shall not:

(i)   (i) Sell or Share Client's Personal Information;

(ii)   retain, use, or disclose Client's Personal Information for any purpose, whether commercial in nature or not, other than for the business purposes specified in this Agreement;

(iii)   retain, use, or disclose Client's Personal Information outside of the direct business relationship between GFA and Client; and

(iv)   combine Personal Information it receives from Client with Personal Information that it receives from, or on behalf of, another person or business. .

Information Security

Exhibit D

INFORMATION SECURITY POLICY

At a minimum and as specified herein, GFA shall provide security for all data and communication systems in support of the Agreement. GFA's security efforts will include, without limitation (where applicable):

1. **Logical Access Controls**: GFA shall employ effective logical access control measures over all systems used to access, create, transmit, or Process Client Information, including but not limited to:
   a) User authentication must use unique identifiers ("**User ID's**") consistent with individual accountability and a complex password.

   b) Prohibition of clear-text credentials must be enforced.

   c) User access rights/privileges to information resources containing Client Information must be granted on a need-to-know basis consistent with role-based authorization.

   d) User access must be removed immediately upon user separation or role transfer eliminating valid business need for continued access.

   e) Default passwords and security parameters must be changed in third-party products/applications used to support Client Information/systems in scope of this agreement.

   f) Two-factor authentication shall be used to secure all remote administrative access.

2. **Network Security Architecture:** GFA shall employ effective network security control measures over all systems used to create, transmit, or Process Client Information including but not limited to:
   a) Firewalls shall be operational at all times and shall be installed at the network perimeter between GFA's internal (private) and public (Internet) networks.

   b) Properly configured and monitored IDS/IPS (Intrusion Detection/Prevention Systems) must be used on GFA's network.

   c) Secure channels (e.g., SSL, SFTP, SSH, IPSEC, etc.) must be used at all times.

3. **Physical Security:** GFA shall maintain servers, databases, and other hardware and/or software components that store information related to Client's business activities in an access controlled and consistently monitored Data Center secured by appropriate alarm systems, which will not be commingled with another unrelated party's software or information. The facility storing Client data must follow best practices for infrastructure systems to include fire extinguishing, temperature control and employee safety.

4. **Risk Assessment/Audit:** At no additional cost GFA shall provide Client with results of a current security assessment by an accredited third party (e.g., SSAE 16-Type II reports, ISO 27001 certification, pen test report etc.).

5. **Security Policy:** GFA maintains and enforces security policies consistent with all legal and privacy requirements applicable to GFA as a provider of the Services set forth in this Exhibit.

6. **Training and Awareness:** GFA shall provide necessary training to ensure security awareness in GFA personnel that are directly or indirectly engaged in handling Client Information and systems, onsite or remotely.

7. **Protection of Client Information:** In addition to what may be described in the Agreement or Procurement Document to which this Exhibit is attached, where applicable, GFA agrees to protect Client Information as it would its own. For purposes of clarity, GFA agrees to adhere to the following controls surrounding the use and protection of Client Information:
    a) Clear text (ftp, telnet, etc.) protocols may not be used to access or store Client Information.

    b) Client Information stored at rest must be encrypted with key sizes of 256-bit for symmetric and 2048-bit for asymmetric encryption.

    c) Client Information may not be copied, sold or used for solicitation purposes by the GFA or its business partners. Client Information may only be used in conjunction with and within the scope of the Procurement Document or the Agreement to which this Exhibit is attached.

    d) Client Information (data) must be segregated from other GFA customers, systems, or applications unrelated to Client.

    e) GFA must disclose where Client data will be stored and Processed. Storage and Processing of Client Information shall take place within the United States.

8. **System Monitoring:** GFA shall regularly audit and monitor information systems Processing Client's business activities to ensure the protection of Client's information. GFA must have defined Processes for security alerting, escalation and remediation that are consistent with the Services procured pursuant to the Agreement. GFA must ensure that event logs with Client data are not provided to other subscribers.

9. **Vulnerability Management Controls:** GFA shall employ effective vulnerability management control measures over all of its systems used to create, transmit, or Process Client Information, including; but, not limited to:
    a) Conduct vulnerability scans of their network to ensure no critical security vulnerabilities remain unresolved post 30 days.

    b) Deploy and maintain currency of up-to-date commercially available anti-virus, anti-spam, anti-malware software on all information system components used for the purpose of managing Client Information. Additionally, provide for regular scanning for viral infections and update virus signature files frequently.

c) Maintain a standard patch management Process and practice to ensure the protection of any devices used to access, Process or store Client Information.

d) Within 72 hours of confirmed fraudulent or malicious activity occurring on the GFA site, to inform the Client team about the activity. Any request by the Client team for such information will be provided to Client within two hours.

e) Any security breach that involves Client Information must be reported to Client without unreasonable delay. GFA shall immediately perform a root cause analysis as well as provide detailed information about measures taken by the GFA to prevent future breaches. All efforts to rectify or resolve the situation must include subsequent and regular notification for the reported incident.

f) GFA agrees to provide full cooperation with Client and in the event of a data breach involving Client Information including, but not limited to: server log information showing network and application traffic.

10. **Data Destruction:** GFA shall ensure that residual magnetic, optical, or electrical representation of Client Information that has been deleted may not be retrieved or reconstructed when storage media is transferred, become obsolete or is no longer usable or required by Client.
- GFA data retention and destruction must comply with applicable laws or regulations.

- Client Information stored on GFA media (e.g., hard drive, optical discs, digital media, tapes, paper, etc.) must be rendered unreadable or unattainable using the NIST Guidelines for Media Sanitization (Special Pub 800-88), prior to the media being recycled, disposed of, or moved off-site.

Appendix A

Without limiting the scope of Section 5(a) (Definitions) under Section 5 (Confidential Information) in the body of this Agreement, Client Information includes, but is not limited to, the following:

- Credit Card numbers

- Credit Card Validation Codes

- Personal Identification (PIN) numbers

- Loyalty Card Numbers or Identifiers

- Checking Account number (alone or in combination with checking account routing information)

- Bank Account number (alone or in combination with routing information)

- State-issued Identification Card Number

- Cresco's Client or Employee Names, in whole or in part

- Cresco's Client or Employee Postal Address

- Cresco's Client or Employee email address

- Date of Birth

- Social Security Number

- Health Insurance Card or Policy Identification Number

- Medical or Health Information

- Personal Telephone Number (when used with a customer/employee name or address)

Appendix B: Definitions

(a) "**Client Information**" refers to Client Confidential Information.

(b) "**IDS/ Intrusion Detection System**" refers to a technology that monitors network traffic for suspicious or anomalous activity and alerts when such activity is discovered.

(c) "**IPS/ Intrusion Prevention System**" refers to technology that prevents malicious activity within a network or system.

(d) "**IPSEC/Internet Protocol Security**" refers to any secure network protocol suite that authenticates and encrypts the packets of data to provide secure encrypted communication between two computers over an Internet Protocol network.

(e) "**ISO 27001**" refers to internationally recognized specification certification or auditing standard requirements of an organization's ISMS.

(f) "**NIST**" is defined as the National Institute of Standards and Technology.

(g) "**Process**", "**Processed**", and "**Processing**" refers to any operation or set of operations that are performed on Client Information by either automated or not automated means.

(h) "**SSAE 16-Type II**" is internationally recognized specification certification or auditing standard requirements of an organization's internal controls over financial reporting.

(i) "**SFTP Secure File Transfer Protocol**" is a secure file transfer protocol that uses secure shell encryption to provide a high level of security for sending and receiving file transfers.

(j) "**SSH/Secure Shell**" means any cryptographic network protocol for operating network services securely over an unsecured network including remote command-line, login, and remote command execution.

(k) "**SSL/Secure Sockets Layer**" means a secure protocol developed for web browsers and servers that allows authentication, encryption, decryption, and sending of data securely over the internet.