

SERVICE DOCUMENTATION

Purchase Rewards

This **SERVICE DOCUMENTATION** details features, functionality, pre-requisites, and requirements associated with the Authorized Service(s) described in this Service Documentation. Capitalized terms not defined herein shall have the meaning set forth in the Master Services Agreement.

1. Purchase Rewards Services

1.1 Description

Purchase Rewards. Purchase Rewards is a tool integrated with the Customer's Internet Banking service that presents Customer's End Users with incentive offers to merchants located in the Customer's geographic region. Such offers include, but are not limited to, products, services, coupons, discount offers, and other marketing communications ("Merchant Offers").

End User Election. Purchase Rewards will be offered to all End Users who have checking accounts of Customer unless any individual End User opts-out of the program by completing the opt-out instructions described in Purchase Rewards.

Disbursements for Cash Rewards. Digital Insight will provide End Users with payment of all cash rewards due to them. In general, the reward payment will be initiated on the second to last business day of each calendar month for the measurement period ending on the most recent date prior to the first day of the calendar month of payment (the "Measurement Period"). For example, if the payment origination date is August 30, the applicable Measurement Period would be the calendar month ended July 31. Digital Insight reserves the right to modify this process at any time.

1.2 Features

Features of the Authorized Service are listed in the table below. The End User may use these features on the Internet Banking application, or Consumer Mobile Banking Applications.

Supported Features
1. View, activate, and redeem eligible offers
2. Receive deposits of eligible redemptions

Additional features may be added in future releases at Digital Insight's sole discretion.

2. Prerequisites

Customer must procure and implement the most current version of the Internet Banking service in order to use Purchase Rewards. Internet Banking is offered and priced separately and is not included with Purchase Rewards service. Finally, each End User must have a valid debit card issued by Customer in order to take advantage of the Merchant Offers.

4. Customer Responsibilities

Collaboration. Customer shall collaborate with Digital Insight in the implementation and installation of Purchase Rewards. Customer shall respond promptly to requests by Digital Insight and shall furnish Digital Insight with appropriate information and feedback in a responsive manner.

Regulatory Compliance. Customer is responsible for compliance with all applicable state and federal laws and regulations (including consumer protection and privacy laws) applicable to the various components of Purchase Rewards, and for providing any required disclosures to End Users and governmental authorities.

5. End User Agreement Requirements

End User License Agreement. Customer will cause its End Users to enter into a binding and enforceable an End User License Agreement ("EULA") prior to gaining access to and use of Purchase Rewards, and must at all times comply with the terms of such EULA substantially in the form of the EULA set forth in Appendix 1 attached hereto.

6. Disclaimers

Identification of Vendors. Customer understands and acknowledges that the third party vendor providing Purchase Rewards is Cardlytics, Inc. Cardlytics, Inc.'s copyright notices and other proprietary markings may be presented via Purchase Rewards. Further, the identification of specific brands or names of third party providers is for reference only. Customer acknowledges and agrees that it will not rely on such brand names or third party providers as a promise by Digital Insight to use any particular brand or third party provider. Digital Insight reserves the right to substitute any brand or third party provider of the Authorized Service, at its sole discretion, at any time with or without notice, provided that the quality of the Authorized Services is not materially harmed by such substitution.

Use of Data. Notwithstanding the Confidentiality terms contained in the Master Services Agreement, Customer acknowledges and agrees that Digital Insight and the third party provider may do the following: use, reproduce, and retain all non-personally identifiable End User data (i) that pertains to the utility, functionality, or performance of the service, (ii) necessary or useful in assisting Digital Insight in (a) the diagnosis or correction of an irregularity, error, problem, or defect in the service, (b) the measurement of downloads, click-throughs, or service usage, (c) the protection or security of the service, (d) the evaluation of the service, (e) the introduction, implementation, or testing of any improvements, upgrades, or enhancements thereto, and (f) related to performing the Services.

Additionally, the aggregated data (excluding personally identifiable information and Customer's name) may be used for marketing the Service to other Digital Insight customers and prospective customers, aggregated reporting, or new business development purposes, among others. Additionally, Customer's name, the related geographic footprint of the Customer, and the aggregated End User data will be disclosed to the participating or potential merchants as necessary to provide Purchase Rewards, which includes securing local offer inventory. Except for the limited right granted herein for purposes of this Agreement, Digital Insight and the third party provider shall not otherwise use or retain any personally identifiable customer data.

Data. End User data is required to present targeted offers but all personally identifiable information stays behind the Digital Insight firewall. Data is used to match offers and redemptions, but these processes occur in Digital Insight's datacenter. Digital Insight transfers only non-personally identifiable account-level information to Cardlytics to: (1) help identify population counts of segments for merchants to target in the system (leverages transaction name, amount & date, zip code, and merchant category code if available), (2) to assess campaign performance (e.g. location of offer presented, activated, redemptions, etc), and (3) improve system performance (e.g. cleanse merchant names). This information is then aggregated to report on offering performance (e.g. usage, click rates by location) and to report local/ regional campaign performance to merchants. Cardlytics does not receive any personally identifiable data and is therefore unable to tie any account-level performance information to personal information (e.g. name, address, phone, financial institution account).

APPENDIX 1 TO SERVICE DOCUMENTATION

End User License Agreement

1. LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the Debit Rewards Offers, the term "Debit Rewards Offers" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Debit Rewards Offers, use any tool to enable features or functionalities that are otherwise disabled in the Debit Rewards Offers, or decompile, disassemble, or otherwise reverse engineer the Debit Rewards Offers except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Debit Rewards Offers or any services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Debit Rewards Offers; or (vii) otherwise use the Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

2. OWNERSHIP. The Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

3. YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

4. THIRD PARTY SERVICES. In connection with your use of the Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

5. THIRD PARTY WEBSITES. The Debit Rewards Offers may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are

not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

6. EXPORT RESTRICTIONS. You acknowledge that the Debit Rewards Offers may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Debit Rewards Offers, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

7. DEBIT REWARDS OFFERS. If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

7.1 Purchase Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

7.2 Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

7.3 Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

7.4 While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

7.5 Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

7.6 You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.