

REMOTE DEPOSIT CAPTURE EQUIPMENT LEASE AGREEMENT



1. BANK OBLIGATIONS:

A. Basic Service: While this Agreement is in effect, Bank will provide Customer with equipment and maintenance services to maintain the check scanner(s), in working order, including providing parts and labor. Equipment maintenance services will be provided by qualified equipment service personnel during normal business hours M-F 8 a.m. - 5:30 p.m. Central Time, excluding weekends and federal holidays. Equipment maintenance services may be provided at the Customer's place of business, over the telephone, or at authorized offices of the Bank. Replacement equipment will be shipped within 5 business days to Customer in the event that repair fails to restore the equipment to proper working order. Customer must return the defective equipment to Bank within 5 business days after receipt of the replacement equipment.

B. Special Services: The following services are considered Special Services and are not covered by the fee paid under this Agreement.

- (i) Any equipment maintenance services, materials or parts required by customer during hours other than those covered under basic service;
- (ii) Any equipment maintenance services, materials or parts needed as a result of Customer's failure to comply with Customer's obligations set forth in Section 2 below; and
- (iii) Any equipment maintenance services, materials or parts required by Customer resulting from any occurrence identified in Section 3 below, including, without limitation, the costs of recreating or reacquiring data lost as a result of any such occurrence.

2. CUSTOMER OBLIGATIONS:

Customer shall make no modifications or additions to the equipment without the prior written consent of Bank. At the time Bank provides equipment, Customer shall provide: free, clear and unobstructed access to the equipment; sufficient and proper electrical current for the operation of the equipment; adequate working space within reasonable distance of the equipment; and sufficient personnel to operate the equipment and assist the Bank representatives while the service is being provided. In addition, Customer shall perform routine maintenance on the equipment, including, without limitation, proper loading of ink cartridge, cleaning, vacuuming or other tasks as suggested by Bank or the manufacturer of the equipment.

3. LIMITATION OF BASIC SERVICE:

Bank and its agents and representatives shall not be liable for, and Basic Service shall not include, any labor, parts or materials necessary to repair damage to Customer's equipment caused by: fire, acts of God, forces of nature, war, strikes, civil disturbance, abuse, Customer negligence, power line fluctuations, conductive materials or water entering the equipment, acts of persons not authorized to service the equipment or other catastrophes. Basic Service also does not include consumable materials.

4. LIMITS OF LIABILITY:

Customer and Bank agree that neither Customer nor Bank shall be responsible for consequential damages of any kind incurred by either party or others resulting from services provided or not provided under this Agreement (even if the potentially liable party has been advised of the possibility of such damages in advance), including, without limitation, delays in the use of the equipment during servicing, overtime expense or personnel cost, lost investment revenue, lost business opportunities or lost profits.

5. TERMS:

A. Initial Term: the Initial Term of this Agreement shall be 12 calendar months, commencing on the Effective Date.

B. Automatic Renewal: At the end of the Initial Term, this Agreement shall be automatically renewed for successive one (1) year terms ("Renewal Terms") until terminated as provided below.

6. TERMINATION:

Either party shall have the right to terminate this Agreement by delivering notice of cancellation to the other party personally or in writing to the address referenced below. The termination shall be effective thirty (30) days after the other party receives the notice of cancellation. If Customer cancels during the Initial Term of this Agreement, Customer shall be liable for 100% of the fee then in effect up to the effective date of termination, plus all delinquent payments of that fee that Customer may owe, and 50% of the fee through the end of the initial term. The equipment must be returned to the Bank within 10 business days of termination of the Agreement at Customer's expense. Bank will invoice Customer the full price of the equipment if it is not returned. The Equipment must be in good working order upon return to the Bank.



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7. MODIFICATION:

This Agreement, including the Proposal and any Order(s), may not be modified except by a written instrument signed by authorized representatives of both Bank and Customer.

8. BINDING:

Subject to the provisions of Section 12, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors, assigns and permitted designees.

9. ENTIRE AGREEMENT:

This Equipment Lease Agreement constitutes the entire agreement and contains all of the representations of the parties with respect to the matters contained in this Agreement.

10. WAIVER:

No term or provision of this Agreement will be deemed waived and no breach excused, unless the waiver is in writing and signed by the party granting such waiver. Any consent by either party to, or waiver of, a breach by the other party, will not constitute consent to or waiver of any other different or subsequent breach.

11. ASSIGNMENT:

Neither party will assign or otherwise transfer its rights, interest or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

12. INTERPRETATION:

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

13. ENFORCEABILITY:

If any provision of this Agreement should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected thereby.

14. NOTICES:

Any notices required under this Agreement will be delivered to the parties personally or in writing at the addresses set forth below.

15. MISCELLANEOUS:

The parties acknowledge that they have read the Agreement, understand it and agree to be bound by its terms, and the terms of the Treasury Management Services Terms & Conditions agreement. Customer further agrees that these Agreements are the complete and exclusive statement of the Agreement between the parties with respect to the subject matter contained herein.