

Institutional Trust Online Services Agreement

The undersigned Customer has entered into an agreement or agreements with Comerica Bank ("Comerica") for institutional trust services, pursuant to which certain information relating to the Customer's institutional trust account(s) ("Account(s)") is available for access and/or use by Customer through discrete domains within Comerica's website located at "comerica.com" (the "Site"). Customer hereby requests online access to Customer's Account(s) through the Site.

Customer's access to and use of the Site are governed by the terms and conditions of the following documents, which are set forth below in their applicable order of precedence: (a) any terms, conditions and/or rules posted on the Site; (b) the terms of Comerica's Privacy Commitment, Security Commitment and Legal Matters, Warnings, Disclosures and Disclaimers located on the Site; (c) this Institutional Trust Online Services Agreement; and (d) Customer's Account agreement(s). Comerica reserves the right to change the terms and conditions of items (a) and (b) at any time in its sole discretion. Comerica shall notify Customer of such changes by posting the changes on the Site. Customer is responsible for regularly reviewing the Site regarding such changes. Continued use of the Site after any such changes have been posted shall constitute Customer's agreement to them.

1. Comerica will issue a non-transferable User Identification ("User ID") and password to Customer for each Account for which Customer requests access through the Site. The password, along with the User ID, will allow Customer to access the applicable Account, its assets, and other online information, to add, delete and/or change information within the Account and/or to otherwise conduct activities regarding the Account. Set up information for each Account is attached with the Institutional Trust Online Services User Profile and incorporated in this Institutional Trust Online Services Agreement. Customer may request that Comerica issue additional User IDs and passwords for an Account, provided Comerica reserves the right in its discretion to decline to accept any such request for additional persons having Account access. Customer may revoke any authorized user's access to an Account upon written notice to the Comerica.

2. Customer is solely responsible for protecting and maintaining the confidentiality of its User ID(s) and password(s), and for the security of all access to its Account(s) through the Site. Customer will notify those that are authorized by Customer to have a User ID and password of these responsibilities. Customer should not share Customer's User ID(s) and/or password(s) with any person or entity outside of its organization. Customer should notify Comerica immediately if any User ID or password becomes, or is believed to be, lost or stolen, and/or if Customer suspects any unauthorized use of Customer's User ID(s) and/or password(s), or other unauthorized activity on Customer's Account(s). Customer agrees that Comerica shall have a reasonable time to act on any notice received regarding revocation of Account access or lost, stolen or misused User IDs and/or passwords in order to prevent further use of the User ID and password, but until then, Comerica assumes no liability for use or misuse of the User ID or password.

3. Comerica is entitled to rely and act upon any orders, instructions or information provided, and/or activities conducted, on or through the Site using Customer User ID(s) and/or password(s). Customer is and will be responsible for all activities conducted on or through the Site using Customer's User ID(s) and/or password(s), including any activities which Customer may subsequently contend were not authorized by Customer. Customer is solely responsible for verifying the accuracy of all activities conducted in Customer's Account(s) and for ensuring that Customer receives a confirmation for all activities conducted in Customer's Account(s).

4. The Account information that will be accessible through the Site will generally reflect that information's status as of the previous business day, but may include known pending, but unposted, transactions. In any event, transaction information may differ from Customer's records because transactions in progress are subject to verification, holds, outstanding checks, or other payments, charges, or debits.

5. Customer may be able to access third party websites through one or more links provided on the Site. Unless otherwise expressly stated on the Site, Comerica is not affiliated with, nor does Comerica endorse or sponsor, any such linked websites. Comerica provides any such links to Customer only as a matter of convenience, and in no event shall Comerica be responsible or liable for any information, content, products, services, opinions, recommendations or materials on or available from or through such linked websites. Comerica strongly encourages Customer to make whatever investigation Customer feels necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. These linked websites may send their own "cookies" to users, collect data, and/or solicit personal information, for which Comerica will have no responsibility or liability. Comerica reserves the right to disable links from or to third party websites at any time in its sole discretion.

6. COMERICA GIVES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO ANY THIRD PARTY WEBSITES LINKED TO THE SITE, NOR DOES COMERICA MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION CUSTOMER MAY PROVIDE TO OR THROUGH ANY SUCH LINKED WEBSITE. IN ADDITION, COMERICA DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT AND/OR AVAILABILITY OF INFORMATION FOUND ON ANY WEBSITES LINKED TO OR FROM THE SITE. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

7. Unless otherwise required by law, with regard to Account information and access through the Site, Comerica will not be liable in any way to Customer or third parties, and Customer agrees to indemnify and hold harmless Comerica and any independent providers and transmitters of information for: (a) any inaccuracy, error, or delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; and (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) non-performance, (iii) interruption of service due either to any negligent act or omission by the Comerica, the independent provider or the transmitter of information, or any "force majeure" (such as a flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government interruptions or malfunctions of communications, power failure, or equipment or software malfunction or computer viruses), or any other cause beyond the reasonable control of Comerica.

8. Comerica reserves the right to terminate Customer's access to the Account(s) through the Site at anytime and without prior notice. Customer may request that online access to the Account(s) be terminated by giving 30 days prior written notice to Comerica.

9. This Institutional Trust Online Services Agreement and Customer's access to and use of the Site shall be governed in accordance with the laws of the State of Michigan (without giving effect to its choice of law principles).

10. THE SITE, INCLUDING ALL MATERIALS, SERVICES, SOFTWARE, INFORMATION AND OTHER CONTENT AVAILABLE ON AND/OR THROUGH THE SITE, IS PROVIDED BY COMERICA "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NON-INFRINGEMENT, CONTINUED AVAILABILITY, QUALITY, ACCURACY AND/OR SYSTEM COMPATIBILITY. BY ACCESSING ACCOUNT(S) THROUGH THE SITE, CUSTOMER ASSUMES ALL OF THE RISKS ASSOCIATED WITH SUCH ACCESS, AND CUSTOMER EXPRESSLY RELEASES COMERICA FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LOSSES ARISING FROM OR CONNECTED WITH SUCH RISKS.

11. CUSTOMER ACKNOWLEDGE THAT: THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; THE SITE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME; AND THAT MATERIALS AND/OR SERVICES AT THE SITE MAY BE OR BECOME OUT OF DATE AND COMERICA MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

12. REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL COMERICA BE LIABLE OR RESPONSIBLE TO CUSTOMER IN CONNECTION WITH ITS ACCESS TO ITS ACCOUNTS THROUGH THE SITE, OR CUSTOMER'S USE OF THE SITE, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF COMERICA IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY AND/OR BUSINESS INTERRUPTIONS.

13. Any notices required under this application shall be mailed to Comerica, and to Customer at the address on Comerica records for the Account(s). Notices shall be deemed effective on the earlier of two business days after being sent by regular mail, or on the date of actual receipt.

14. If any provision of this Institutional Trust Online Services Agreement, or other terms related to Customer's use of the Site, are held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Institutional Trust Online Services Agreement, or other terms related to Customer's use of the Site, shall remain in full force and effect.

AGREED AND ACCEPTED:

(Customer's Full Legal Name)

Authorized Signature of Customer

Date