

Data Release Form: U.S.



Customer Name:

Third Party:

Other:

Agreement:

Customer authorizes U.S. Bank National Association (“**Bank**”) on an ongoing basis to (i) deliver the Data to Third Party and (ii) speak with representatives of Third Party about the Data generally. For the purposes of this release, “**Data**” means transaction data related to and maintained under Customer’s Agreement with Bank.

Bank’s willingness to follow this direction is conditioned upon the following:

- Customer will provide Bank with specific directions regarding the initial personnel at Third Party that Bank will interface with regarding the Data;
- Customer or Third Party will provide specific directions, acceptable to Bank, regarding the file format, frequency and means for any transmission or delivery of the Data;
- Bank has the right to suspend or terminate delivery of the Data at any time, including during the continuance of any default under the Agreement or in the event such Data transmission or delivery would violate applicable law;
- Bank will have no liability to the extent it follows the directions of anyone Bank reasonably believes to be authorized by Customer or Third Party to provide directions regarding the delivery of the Data;
- Customer is solely liable for Third Party’s use or disclosure of the Data and neither Bank nor any of its affiliates is liable for Third Party’s use or further release of the Data; and
- Customer’s indemnification obligations to Bank under the Agreement shall extend to cover Bank’s compliance with Customer’s directions regarding the Data delivery.

In the event Customer no longer desires to have its Data released to Third Party, Customer shall affirmatively revoke this direction in writing.

Authorization and Execution. This instrument may be executed and delivered by Customer electronically, and fully executed electronic versions of this instrument, or reproductions thereof, will be deemed to be original counterparts.

The signer represents and warrants that (i) they are authorized by an applicable bylaw, article or other corporate authority to enter into all transactions contemplated by this instrument, and (ii) the signatures appearing on all supporting documents of authority are authentic.

Date: _____

(Signature of Customer’s Authorized Signer)

(Printed Name of Customer’s Authorized Signer)

(Printed Title of Customer’s Authorized Signer)