Service Guide

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Revision Date: 07/01/2021

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Service Overview

This Service Guide describes the on-demand services (each, a "Service") available from Chrome River Technologies, Inc. and its affiliated companies (collectively, "Chrome River") to its customers (each, "Customer") that is accessed by the Customer over the Internet or through an application downloaded by Customer, as reasonably modified by Chrome River® from time to time. The Service(s) are described more fully below.

Chrome River Expense

1. Overview

The Chrome River Expense service

- Functionality that automates the preparation, routing, approval, and processing of expense reports under defined business policies and rules;
- Remote access to the Chrome River software for expense reporting over the Internet as a mobile web app on devices that meet the minimum requirement of Expense service;
- Access to the Chrome River Rule Builder for Administrators engine to allow Customers to design rules and update policy as your company needs to grow or change;
- Access to the Expense Pre-Approval module to facilitate company approval of certain costs;
- Credit Card, PCard, and travel expense transaction features;
- Advanced Image Processing including embedded OCR data extraction of expense receipts;
- Access to Chrome River Analytics Business Intelligence & Reporting for an unlimited number of users;
- Daily foreign exchange currency rate imports;
- A permanent QA/Testing and production environment for each Customer;
- Availability in multiple languages and currencies;
- Provision of secure data interface for importing or exporting data from Customer internal systems;
- Unlimited data storage and receipt image storage;
- Unlimited user access across Customer's entire organization, in accordance with the teams of Customer's order;
- Online dashboards and self-service inquiries;
- Access to Emburse Cards, subject to Customer's registration with Emburse at https://app.emburse.com/signup and acceptance of the legal terms with Emburse at https://cards.emburse.com/legal/terms/;
- Implementation services as described in the applicable Order Form;
- Support Services described in the Support for Emburse Services, found here; and
- The service level commitments described in the Service Level Commitments for Emburse found here.

2. Direct Pay

Customers of Chrome River Expense service may subscribe to Direct Pay, our automatic and electronic payment capability for the end-to-end expense payment process with funding directly into an employee's bank account. The Direct Pay service consists of the initiation of payment from Customer's bank account through a third party provider to: (1) Reimburse the Customer's expense report filers and/or (2) Schedule payment to the Customer's corporate card providers for corporate card charges and feeds. For ACH reimbursements, approved expenses are exported as both journal and cost entries to Customer's financial system and into electronic payment files for the bank-to-bank and bank-to-credit card provider transfers.

For approved expenses that were incurred on an employee's corporate card, a separate payment file is created by Direct pay that sends payments for these amounts directly to the corporate card provider. A built-in reconciliation report lists all transactions being exported, amounts being paid and who is being paid.

- By activating the Direct Pay Service, Customer authorizes Chrome River and its third party partner, Global Exchange Payment Solutions, (A trade name of Cambridge Mercantile Corp. (USA)) ("Global Exchange"), to initiate payments through the Direct Pay service which will be automatically deducted from the financial institution identified by Customer ("Financial Institution"). Customer can control and authorize payments by selecting the Direct Pay Export function in the Chrome River system.
- Chrome River will initiate, on Customer's behalf ACH debits to the account at Customer's Financial Institution located: (i) in the USA to fully fund a payment request and will process credits to the specified financial institution receiving accounts located in the USA; or (ii) in Canada to fully fund a payment request and will process credits to the specified financial institution receiving accounts located in Canada.
- Customer will be responsible for completion of a Customer agreement with Global Exchange, including provision of all information requested by Global Exchange in order to facilitate the creation of the Customer account. Customer agrees to notify Chrome River in writing of any changes and to reply promptly in writing to any reasonable request for information from Chrome River relating to Customer's account. Customer shall only be required to respond with information in its possession. Customer acknowledges an authorizes Emburse to provide account information and payment instructions to Global Exchange solely as required for Global Exchange to carry out Chrome River's obligations with respect to the Direct Pay service. Any such information will be treated as Confidential & Proprietary Information of Customer as defined in the Agreement.
- Because these are electronic transactions, funds may be withdrawn from Customer account as soon as Direct Pay export is performed, and Customer will have limited time to report and dispute errors. Customer agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms set forth herein and in the Agreement.

- In the case that the transaction is returned for Non-Sufficient Funds (NSF), Customer understands that Chrome River may, at its discretion, attempt to process the charge again and Customer agrees to an additional charge for each attempt of a returned NSF transaction which will be initiated as a separate transaction from the authorized payment. Customer certifies that the business bank account noted on this form below is enabled for ACH transactions. Customer will reimburse Chrome River for all penalties, fees and other costs incurred by Chrome River in connection with Customer's errors.
- Customer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Both parties agree to comply with the provisions of U.S. law, and to be bound by NACHA Operation Rules as they pertain to these transactions. Under NACHA rules, Customer is the originator of all ACH Debits and ACH Credits under Direct Pay. As such, Customer represents warrants, and covenants that all payees have authorized entries to their bank accounts and Customer will pay for all ACH Credits.
- Customer represents that (i) the purpose of Customer's use of the service is for legitimate business reasons only and that the services will not be used for personal payments; (ii) Customer's beneficiaries will be at least 18 years old and under contract for services with Customer; (iii) Customer payments to beneficiaries will be for expense reimbursement and payment of corporate credit cards only; (iv) Customer will not sure the service to make any payments in violation of applicable laws relating to online or internet gambling, sweepstakes, raffles, pornography, distribution of illegal substances (including drugs &/or related paraphernalia, fire arms, human organs, explosives, weapons), on line pharmacies, multi-level marketing, travel money or quasi cash, alcohol, tobacco, ID services, essay writing services, escort services, collection agencies, distressed property sales, mortgages, pay day loans, prepaid cards, products or service providers of spiritual, magical or astrological nature, matrimonial services, materials that incite violence, hatred or racism, bail bond services, pawn shops, payment aggregators, or businesses with excessive fraud or chargebacks.

3. B2B Payments

Enables Customers to create payment batches and execute payments from the Emburse platform to Customer's supplier across multiple payment methods including bank transfer (ACH), virtual cards via the WEX Bank card, and checks. B2B Payments is available in the United States (USD only). Use of B2B Payments requires a subscription to the Chrome River Invoice Service.

- A Customer must complete an application with WEX to open an account.
    - The WEX application enables a customer to choose secured or unsecured funding options.
- After approval of Customer's application, WEX will initiate a commercial charge account for Customer pursuant to the WEX customer agreement ("WEX Card"). Payments

initiated via the WEX Card will generate rebates to Customer as set forth in the Order Form and additional terms related thereto.

- A Customer can choose Non-Card Payment Transactions (ACH or check) through the Emburse platform.
  - o Checks: These transactions are initiated by WEX and will be fulfilled through issuance of written checks via check print/mail vendor and written off of Customer's bank account.
  - o ACH: These transactions are initiated by WEX, managed by TransferMate, and may be subject to Customer's agreement to applicable TransferMate terms and conditions.

4. Folio

Customers of Chrome River Expense service may subscribe to Folio to automatically extract line item data from hotel and rental car receipts and creates an itemized line item ready to be expensed without having to manually key in data. Using eFolio parsing technology, Chrome River will compare a hotel folio or car receipts against a repository of over 50,000 formats to import the line items into Expense.

- User will forward the email PDF or HTM hotel or car receipt to their Chrome River Expense account upon completion of their travel.
- Chrome River will compare and extract the relevant data, categorize the data by line item and import it to the Expense account.
- Once the expense line items are established, Customer can individually allocate each item according to its applicable general ledger rules.
- If any hotel or car folio cannot automatically be mapped, the template will be added to the library.

5. Mobile Access

The Chrome River Expense service includes access to the Chrome River mobile apps presently at no additional charge.

6. Training

The Expense service includes access to free training services for all Authorized Users through the Chrome River Training Camp found at https://www.chromeriver.com/training/registration. Additional training can be provided for an additional charge.

Invoice

1. Overview

The Chrome River Invoice service includes features that allow Customer to capture, store, match, and approve invoices. The Invoice service consists of the following:

- Functionality that automates the preparation, capture, routing, approval and processing of third party invoices;
- Remote access to the Chrome River software for invoice management over the Internet as a mobile web app on devices that meet the minimum requirements of the Invoice service;
- Access to the Chrome River Rule Builder for Administrators engine to allow Customers to design rules and update policy as your company needs to grow or change;
- Access to Chrome River's eINVOICE mapping tool for uploading supplier invoice data flies in bulk directly into the Invoice service for processing;
- A permanent QA/Testing and production environment for each Customer;
- Availability in multiple languages and currencies;
- Provision of secure data interface for importing or exporting data from Customer internal systems;
- Unlimited data storage and invoice image storage;
- Unlimited user access across Customer's entire organization, in accordance with the terms of Customer's order;
- Online dashboards and self-service inquiries;
- Implementation services as described in the applicable Order Form;
- Support Services described in the Support for Emburse Services, found here; and
- The service level commitments described in the Service level Commitments for Emburse found here.

2. Training

The Invoice service includes access to free training services for all Authorized Users through the Chrome River Training Camp found at https://www.chromeriver.com/training/registration. Additional training can be provided for an additional charge.

3. Invoice Capture

As part of the Chrome River Invoice service, Customer can purchase Invoice Capture, consisting of the following:
- PO Box management and monthly rental to receive paper invoices via postal mail and transfer of all invoices to a scan facility
- Scanning of all received paper invoices;
- Extraction of invoice data and indexing of up to nine (9) configured data fields;
- Quality check of all data fields;
- Uploading of invoice images and data into the Invoice service;
- Automatic routing of invoices within the Invoice service per the defined routing rules;
- 30-day onsite storage of paper invoices;
- Secure shredding of paper invoices following the invoice storage period;

- Weekly return of non-invoice items to Customers via overnight mail, billed to Customer via the applicable contracted delivery service; and
- Retrieval and return of any requested original paper invoice documents prior to final disposition described above, billed to Customer at cost.

DVI

Emburse DVI provides T&E analytics and insights by aggregating, normalizing and enhancing customer data from various sources to optimize spend and enhance policies. The core functionalities include:
- Data Aggregation: the ability to combine multiple data sources and link them together to create an information source that is more valuable than any isolated original data source;
- Data Cleansing: the ability to identify and correct anomalies in data sources to create improved data quality and minimize erroneous result sets from data queries;
- Data Visualization: the ability to present data in a graphical format that allows a user to easily understand the meaning of the information presented without having to manipulate information to produce a result;
- Data Analysis: the ability to examine data from multiple perspectives to identify trends, find answers, compare multiple variables, understand anomalies and outliers and identify opportunities; and
- Business Intelligence: Specific information arranged in an intuitive format that leads to a better understanding of a corporate travel program that can be used to save money, change behaviors, increase compliance or increase satisfaction.

Solution Administrator

The Solution Administrator service provides ongoing consulting & configuration engagement as well as prioritized support case handling and is available for both the Expense and Invoice services. A designated team of Emburse Solution Administrators (ESA's) will meet with customers periodically to stay abreast of business objectives, propose and demonstrate system behavior options, and implement configuration changes in your Services. Solution Administrator service includes the following:
- Providing ongoing consulting to optimize processes;
- Conducting education on new features;
- Administration support for the system through back-end configuration changes upon Customer's request (as further described below);
- Hands-on assistance with the Customer self-service administration screens; and facilitation of periodic reviews of open support cases (as further described below)

The Solution Administrator service covers configuration changes within the scope of the existing deployment footprint. Chrome River will make reasonable efforts to address the identified business requirements within the configurable capabilities of the system without

customization to the code base. Any changes that may require code changes are outside the scope of this offering.

Customer will be able to identify up to 4 Authorized Support Contacts (ASC's) and 3 Authorized Change Requestors (ACR's) who will have access to be able to create cases via the Chrome River help center portal. As part of this case submission process, these case submitters will identify whether a case is being submitted to (a) ask a question, (b) report a problem, or (c) request a configuration change. They will also have the ability to specify a Priority of Urgent, High, Normal, or Low, as described below. Chrome River Support Coordinators will verify the chosen case Type and priority and make modifications to the priority to align with the descriptions below, if necessary. Support Engineers will then work "Report a Problem" cases in the following order, and provide updates for "Report A Problem" cases in accordance with the frequency identified below:

Priority Order	Case Classification
1	Urgent cases submitted by **Emburse Solution Administrator** clients
2	Urgent cases submitted by other clients
3	Non-Urgent cases submitted by **Emburse Solution Administrator** clients
4	Non-Urgent cases submitted by other clients

Priority	Description	Scope of Impact	Time to First Response	Status Update Frequency	Availability of Support [1] (hours per day x days per week)
Urgent	An incident should be categorized as Urgent if the Services are substantially inoperable and a mutually agreed upon workaround has not been implemented in such a way that the issue has been mitigated, including data or security issues.	Majority of users within a country or business unit	2 hours	Every 4 hours	24 x 7 (English Only)
High	An incident should be categorized as High if a critical product feature stops working, preventing transactions from being imported, created, submitted, approved, processed or extracted or a substantial persistent performance problem exists	Majority of users within a country or business unit	6 hours	24 hours [1]	12 x 5
Normal	An incident should be categorized as Normal if a product feature is not working or an intermittent system performance issue or bug exists	One or more users	24 hours [1]	72 hours [1]	12 x 5
Low	An incident should be categorized as Low if it is a system performance issue affecting a single user, a cosmetic product or	One or more users	48 hours [1]	Upon request [1]	12 x 5

	documentation error exists which does not impact user operation				

1 Excludes weekends and holiday observed by Emburse.
* Notifications may be made via the Help Center messaging system, the case tracking system and email.

Emburse Analytics

Emburse Analytics is a collection of services that can be ordered in connection with Chrome River for an additional fee. Emburse Analytics includes the following service options:

1. Emburse Analytics Pro

The Analytics Pro service allows for extended reporting functionality beyond the scope of the standard Emburse Analytics reporting functionality. Analytics Pro includes:

- Reports & dashboards tracking spend across custom expense category fields
- Ability to schedule and send reports to unlimited recipients through a variety of means, including email and SFTP;
- Ability to provide leadership access to monitor spending; and
- One (1) hour of expert guidance from Chrome River to optimize processes;

2. Emburse Insight Advisor

The Insight Advisor service is available for the Expense, Pre-Approval Invoice and Purchase Order services. Insight Advisor provides pro-level analytics with the support of a designated team of experts who are knowledgeable in expense, pre-approval, invoice, and purchase order reporting data and industry trends. Insight Advisor includes

- All of the services described above that are applicable to Emburse Analytics Pro; and
- Access to a team of reporting services consultants to provide support for analytics, up to 100 hours per year, including report creation, training, setting up secure data access filtering, and supporting periodic meetings to assist in interpreting the Customer Data and to help Customer create Key Performance Indicator reports.
- When the Service is purchased along with or during the initial implementation, the Customer project team which may attend several of the design workshops and will have the capability of generating up to 2 custom reports during the implementations.

Emburse Audit Services

The Emburse Audit Services are available for the Chrome River Expense and Chrome River Invoice services. Emburse Audit includes online review of receipts, policy exceptions and vendor validation by a team of auditors as part of the approval process within Chrome River. English is the supported language for all audit comments.

1. Emburse Audit

Emburse Audit provides an intelligent audit model that will analyze Customer's expense transactions against pre-defined criteria to assign a probability of compliance with policy. Those with a high probability of non-compliance are then routed to a team of independent human auditors for review.

- The Emburse Audit service includes highly configurable business rules engine as well as configurable approval routing workflows, MCC verification, and merchant verification, to assist with compliance. Those with a high probability of errors are then routed to a team of independent human auditors for review.
- Once routed, independent human auditors will audit the targeted expense reports as the first step in Customer's approval process of the expense report. Expense Audit consists of the following:
    - Validation of data points including datapoints including date, amount, currency, expense type classification, VAT/Tax amount (subject to configuration of VAT/Tax rules in the Service) and merchant
    - Receipt substantiation, consisting of receipt verification to ensure that receipts are attached, legible (including amount, currency, date, and merchant) and match the expenses listed in the expense report.
    - Returning line items to the expense owner within seventy-two (72) hours of submission or re-submission of the expense report with instructions as provided by Customer in the event a required receipt is missing or illegible. Customer may configure the service to return an expense report to an expense owner (up to a maximum of two (2) times) or to provide alternate treatment in the approval flow.

2. Emburse Audit Plus

The Emburse Audit Plus consists of the service described above for the Emburse Audit service. In addition, each expense report submitted by Customer will be routed to an independent human auditor for verification. Each audit will include the following actions:

- Review of a report submitters response to a policy compliance warning to determine legibility or validity of business explanation;
- Review of expense itemizations and receipt details for hotel expenses per Customer's travel policy;
- Verification that the number of attendees identified on a report (if required) matches the number of guests on the receipt (if displayed);
- Verification that the included receipt is a valid tax receipt with a VAT registration number and
- Review of designated expense type classifications identified by Customer during the setup process to validate the associated business reason and inclusion of non-allowable items.

3. Invoice Audit

The Invoice Audit reviews selected invoices submitted into Chrome River Invoice and consists of the following:

- Review of each invoice validating the invoice amount, VAT amount, and VAT registration number;
- Verification that the required invoice images are included on the record;
- Invoices flagged as duplicates will be validated. Comments will be provided verifying valid invoices. Duplicate invoices will be returned to the Customer will comments for further review or deletion;
- Validation that the OCR invoice data matches the transaction; and
- Return any invoice transactions to the submitter in the event that any data is incorrect.

Other Services

Additional ancillary services are available for additional fees if and when ordered under a mutually acceptable order between Chrome River and a customer.

Updates

Chrome River will perform and schedule all Updates to such software, in its reasonable discretion and at its expense. An "Update" means each code modification of the applicable Chrome River application software hosted by Chrome River and used to provide the Service Ordered under a mutually acceptable agreement between Chrome River and Customer

Security

1. Third-Party Audits and Compliance Standards

1.1 SOC 1 and SOC 2 Type 2 Audits

At least annually and at no expense to Customer, Chrome River conducts both SOC 1 (ISAE3402/SSAE18) and SOC 2 (AT Section 101) Type 2 audit of controls relating to the Service, which audits will be performed by an independent certified public accounting firm. Upon Customer's request, Chrome River will provide Customer with copies of documentation relevant to such audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

1.2 ISO 27001 Audit

At least annually and at no expense to Customer, Chrome River conducts an ISO 27001 audit of its operations relating to the Service, which audit is performed by a qualified independent third party in accordance with the requirements of ISO 27001. Upon Customer's request, Chrome River will provide Customer with a copy of its ISO 27001 certification subject to applicable regulatory restrictions and confidentiality obligations

1.3 PCI-DSS Compliance

Chrome River will maintain policies, practices and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service and will, on an annual basis, attest to the same. Upon Customer's request, Chrome River will provide Customer with copies of its PCI-DSS attestation, subject to regulatory restrictions and confidentiality obligations.

2. Security

2.1 Security Policy

Chrome River maintains an information security policy that is approved annually by Chrome River management and published and communicated to all Chrome River employees and relevant third parties. Chrome River maintains a dedicated security function to design, maintain, and operate security within the organization. This function focuses on developing policy and procedures for system integrity, risk acceptance, risk analysis and assessment, risk evaluation, risk management and treatment, and statements of applicability.

2.2 Systems Security

Chrome River maintains appropriate systems security for the Service in accordance with commercially reasonable industry standards and practices designed to protect Costumer Data from theft, unauthorized disclosure an unauthorized access. Such systems security includes, among other things, the following practices and procedures with respect to the Service:

Firewalls
Chrome River maintains commercially reasonable Internet-industry standard firewall protection for all of the networks, databases, and computer systems utilized by Chrome River in performing the Service. Chrome River updates its firewall software promptly following the availability of updates by the software provider.

Intrusion Detection
Chrome River maintains a host-based intrusion detection system to detect unwanted or hostile network traffic.

Encryption of Transmitted Data
Chrome River uses commercially reasonable Internet-industry standard secure encryption methods designed to encrypt communications between its server(s) and client brower(s), and between its servers and Customer's server(s).

Encryption of Stored Data
Chrome River uses commercially reasonable Internet-industry standard secure encryption methods for the entire Chrome River database using AES-256-bit block level encryption tool. In

addition, sensitive data, including credit card numbers, and bank account numbers are further encrypted within the database to provide a second layer of protection.

Vulnerability Management

Chrome River maintains appropriate practices designed to protect Customer Data from system and application vulnerabilities, including:

- *External Infrastructure Scanning:* Chrome River conducts quarterly external infrastructure scanning providing information to an external reporting tool through a qualified independent scanning vendor.
- *Internal Infrastructure Scanning:* Chrome River performs internal infrastructure scanning through the use of embedded adaptors within its infrastructure providing information to an external reporting tool through a qualified independent scanning vendor.
- *External Penetration Test:* On an annual basis, Chrome River conducts an application penetration test with respect to the handling of data relating to the Service and to assess the protective controls in place to prevent unauthorized access, which assessment is performed by a qualified independent third party. Reports are made available to Customer on an annual basis, upon written request.
- *Interactive Application Security Testing:* Chrome River performs application vulnerability scanning on the Service on a continuous basis utilizing an interactive assessment tool.
- *Malware Scanning:* Chrome River performs anti-Malware scanning on externally accessible servers utilized in performing the Service, under a central management platform.
- *Patch Management:* Chrome River uses a patch management process and toolset to keep all servers up to date with appropriate security and feature patches.
- *Documented remediation process:* Chrome River uses a documented remediation process designed to timely address all identified threats and vulnerabilities with respect to the Service.
- *Secure Coding Practices:* Chrome River uses secure coding practices focused on OWASP standards as well as automated analysis and software testing as part of our deployment and quality assurance program.

Access Control

The networks, databases, software, and computer systems of Chrome River employs in performing the Service are protected by a user name and password system which requires strong passwords which meet industry guidance for strong password construction and maintenance. Where appropriate, commands requiring additional privileges are security logged (with time and date) to enable a complete audit trail of activities. Chrome River promptly terminates all credentials and access to privileged user accounts of a Chrome River employee upon termination of his or her employment.

2.3 Physical and Environmental Security

Chrome River's hosting provider limit access to the hosting facilities utilized in performing the Service to employees and employee-accompanied visitors using commercially reasonable Internet-industry standard physical security methods. At a minimum, such methods include visitor sign-ins, restricted access key cards or locks for employees, limited access to server rooms and archival backups, and burglar/intrusion alarm systems. Access to all data centers require multi-factor authentication which is limited to authorized personnel reviewed on a monthly basis.

2.4 Security Incident Management

Chrome River maintains security incident management policies and procedures, including detailed security incident escalation procedures. Chrome River will notify Customer within seventy-two (72) hours of its discovery of a security breach of the Service that results in the unauthorized disclosure of Customer Data ("Security Breach"). In the event of a Security Breach, Chrome River will promptly perform an investigation, take appropriate remedial measures, and provide Customer with the name of a single Chrome River security representative who can be reached with security questions or security concerns twenty-four (24) hours per day, seven (7) days per week, during the scope of its investigation.

3. Back Up/Archival

Chrome River performs full backups of the database(s) containing Customer Data no less than once per day without interruption of the Service. Chrome River also provides secure on-site archival storage of all backups of the database(s) containing Customer Data.

4. Disaster Recovery

Chrome River maintains a disaster recovery plan in place for the hosting location from which the Service is performed. Chrome River will provide customer with a copy of its then-current disaster recovery plan promptly following Customer's written request for the same. Chrome River will notify Customer regarding the occurrence of any disaster where the disaster recovery plan is invoked. If Chrome River's disaster recovery plan is invoked, Chrome River will (a) execute such plan and restore Service to the Service Availability service level described in the Customer agreement in accordance with the requirements of such plan, but no more than one (1) day after invoking such plan subject to hardware availability, and (b) Customer will be treated with at least equal priority as any other Chrome River customer of the Service.

5. Business Continuity

Chrome River maintains a business continuity plan that is tested on an annual basis to assist in reacting to a disaster in a planned and tested manner. Chrome River will provide a copy of its then-current business continuity plan promptly following Customer's written request for same.

Reimbursement of Expenses

The Customer will be responsible for paying Chrome River's reasonable travel and related expenses incurred by Chrome River in connection with any on-site services performed in connection with a Customer agreement.