



Emburse Terms and Conditions

These Terms and Conditions (the "T&Cs"), together with the other Agreements (defined below), govern Customer's use and the delivery of services or solutions by Emburse, Inc. or any its Affiliates (referred to collectively herein as "Emburse") and further detailed in the Order Form or Documentation (collectively the "Service"). Customer agrees that Customer's subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Emburse regarding future functionality or features.

1. Grant of Rights and Usage.

1.1 Subject to the terms of the Agreements, Emburse hereby grants to Customer a non-sublicensable, non-transferable (except as provided in the T&Cs), non-exclusive right to access and use the Service, in accordance with the Documentation, and solely for Customer's and its Affiliates' internal business operations.

1.2 Customer may permit Authorized Users to use the Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form(s). Customer is responsible for all activity by its Authorized Users and will not permit User IDs to be used by more than one (1) individual. Emburse reserves the right to suspend or terminate any Authorized User which it reasonably determines may have been used for an unauthorized purpose, subject to prompt notice by Emburse of such suspension or termination.

- a. Customer shall ensure that each Authorized User complies with the following requirements: (a) is at least eighteen (18) years of age; (b) is registered under the individual's legal name; (c) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; (d) is not listed on any U.S. Government list of prohibited or restricted parties; and (e) accounts or payment methods registered in the Authorized Users account is owned by such user, is issued in such users name, and is in good standing.
- b. Each Authorized User must register for a user account using accurate and complete information. Customer shall ensure that such account information is regularly updated by the Authorized Users. Customer will promptly notify Emburse of: (a) any change in an Authorized Users eligibility to use the Service (including any changes to or revocation of any licenses from state authorities), or (b) if a payment method associated with a user account is canceled (e.g., for loss or theft).
- c. Customer shall be responsible for resolving all disputes with Authorized Users regarding use of the Service. Customer will reasonably cooperate with Emburse to recover funds credited to Customer or an Authorized User in error, as applicable to the Service. Customer and its Authorized Users are responsible for all instructions provided to Emburse and any results therefrom with respect to return of such funds.

1.3 Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and will promptly notify Emburse of any actual or suspected unauthorized use of the Service, a user's account, or registration information; (ii) report to Emburse promptly and use reasonable efforts to stop any unauthorized copying or distribution of Content; and (ii) comply with all applicable laws, rules and regulations when using the Service.

1.4 Customer hereby grants Emburse a non-exclusive, non-transferable (other than as set forth in the Agreements), worldwideright to use the Customer Data as follows: (i) as necessary for the limited purpose of performing the Service, (ii) as permitted or required by applicable law, and (iii) to create anonymized data or to combine with other data sources to create aggregate data provided such information does not identify Customer or a specific individual as the source of such data (collectively "Analyses").

1.5 Authorized Users may access certain Services through mobile applications obtained from third-party websites such as the Android® or Apple® app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreements.

2. Restrictions

Customer will not without prior written consent of Emburse: (a) access or copy any Content or data or information of other Service users; (b) harvest, collect, gather or assemble information or data regarding other users without their written consent; (c) disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Service, Documentation, or Content; (d) transmit or upload any content or data that is unlawful, infringes any intellectual property rights, or contains any Malicious Code; (e) knowingly interfere with or disrupt the integrity or performance of the Service or the Content; (f) harass or interfere with another customer's use and enjoyment of the Service; (g) circumvent or endanger the operation or security of

the Service; (h) use the Service for the benefit of a third party (other than the Authorized Users), for timesharing or to operate a service bureau; (i) create Internet "links" to or from the Service; (j) remove, cover, alter or obfuscate any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by Service or the Documentation; (k) access the Service for purposes of: monitoring its availability, performing any technical security integrity review, penetration test, loadtest, denial-of-service simulation or vulnerability scan, or any benchmarking or competitive services; or (l) otherwise use the Service in any manner that exceeds the scope of use permitted under the T&Cs.

3. Ownership

3.1 Emburse. Emburse, its Affiliates, or its suppliers or licensors retain all right, title and interest, including all intellectual property rights, in and to the following: (i) the Service, Documentation, the Content, and all other software, materials, formats, interfaces, information, content and proprietary information and technology used by Emburse or provided to Customer in connection with the Service, (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by Emburse or its Affiliates during its performance under the Agreements (exclusive of any Customer Data and/or Customer Confidential Information), (iii) any and all suggestions, ideas, enhancement requests, feedback, recommendations made by Customer in connection with any present or future Emburse product or service, (iv) any and all Analyses, and (v) the logos, trademarks, and product and service names associated with the Service, Emburse or otherwise contained on any Emburse website, (all of the foregoing being referred to herein collectively as, the "Emburse Property"). Except as otherwise expressly authorized herein or by Emburse in writing, the non-exclusive use rights set forth in the T&Cs are the entirety of Customer's rights in connection with the Emburse Property.

3.2 Customer. Customer owns and retains all right, title, and interest, including all intellectual property rights, in and to the Customer Data, Customer's Confidential Information, software or materials, each that are created by Customer independently and without reference to the Emburse Property. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the T&Cs are the entirety of Emburse's rights in connection with the Customer Data.

4. Emburse Responsibilities

4.1 Emburse will provide access to, and support for, the Service as described in the Agreements, including the Documentation. Notwithstanding anything in the Agreements to the contrary, Emburse may from time to time effect reasonable modification to the Service and/or the Documentation applicable for each service ordered hereunder, without Customer's prior consent, provided that any such modification does not reduce the service level commitments, security or the overall level of beneficial service provided to Customer immediately prior to such modification. Any such updates are in the sole discretion of Emburse.

4.2 Emburse has implemented and will maintain reasonable and appropriate security measures as set forth in the Documentation that is based on applicable industry best practices. As a data processor, Emburse will secure Personal Data processed in the Service in accordance with applicable data protection laws. The Emburse Data Processing Addendum ("DPA") is incorporated in the T&Cs by reference to the extent required by applicable law, including the General Data Protection Regulation (GDPR) and California Consumer Privacy Act ("CCPA"). Emburse uses subprocessors for various functions and provision of the Service, which are available upon request.

5. Customer and Personal Data

5.1 Customer is solely responsible for providing and ensuring that all Customer Data required for the proper operation of the Service is complete and accurate. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

5.2 During the Subscription Term, Customer can access its Customer Data at any time through the Service. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Emburse and Customer will find a reasonable method to allow Customer access to Customer Data. At the end of the Subscription Term and in accordance with Section 12.3, Emburse will delete the Customer Data remaining on servers hosting the Service, unless applicable law requires retention. Retained Customer Data is subject to the confidentiality provisions of the Agreements.

6. Fees and Payment

6.1 Except as otherwise expressly set forth in the applicable Order Form, Customer will pay each accurate invoice within thirty (30) days after the applicable invoice date. All fees and other charges shall be paid to Emburse in United States dollars or such currency specified in the Order Form. If travel is requested by Customer or required for Services provided on-site at a Customer location, Customer will pay all reasonable and pre-approved expenses associated with such travel, subject to Emburse's then-current travel policy. If Customer specifies in an Order Form that it is issuing a purchase order for such Order Form, then Emburse will reference the applicable Customer purchase order number on its invoices so long as Customer provides the purchase order number at least five (5) business days prior to the date of the applicable invoice. Except as otherwise specifically provided in the T&Cs, all payment obligations are non-cancelable and all amounts paid are nonrefundable.

6.2 Fees due under the Agreements do not include taxes, levies, or duties (“Taxes”) imposed by taxing authorities, all of which will be for Customer’s account. Customer is responsible for all Taxes, other than Emburse’s income or payroll taxes. Customer must provide to Emburse any direct pay permits or valid tax-exempt certificates prior to signing any Order Form. If Emburse is required to pay Taxes, Customer will reimburse Emburse for those amounts and indemnify Emburse for any Taxes and related costs paid or payable by Emburse attributable to those Taxes.

6.3 If, at any time, Customer is delinquent in the payment of any fees due hereunder, Emburse may notify Customer in writing of such breach and, in such case, Customer will have thirty (30) days from such written notice to cure the breach. If Customer fails to cure such breach within such 30-day period, then Emburse may suspend the Service in its sole discretion and without prejudice to its other rights until such fees are paid in full. Emburse reserves the right to impose a reconnection fee in the event the Service is suspended and Customer thereafter requests access to the Service. Late payments hereunder will accrue interest beginning as of the due date at the rate of one and one-half percent per month or the highest rate allowed by applicable law, whichever is lower. Customer will be subject to payment of collection fees related thereto.

7. Warranties

7.1 Emburse and Customer each hereby represents and warrants to the other that: (a) it has the authority to enter into the Agreements and to perform its obligations under the Agreements; and (b) it will comply with all laws and regulations applicable to it in connection with: (i) in the case of Emburse, the operation of its business as it relates to the Service, and (ii) in the case of Customer, the Customer Data and Customer’s use of the Service.

7.2 Emburse warrants that, during the term of the Agreements, the Service provided hereunder: (a) will be performed: (i) in a professional manner consistent with generally accepted industry standards reasonably applicable to the provision of the Service; and (ii) substantially in accordance with the Documentation relating to the configuration, operation, support, and use of the Service that are provided to Customer under the Agreements, as reasonably updated from time to time; and (b) does not contain any disabling code (defined as computer code designed to interfere with the normal operation of the Service) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) which is designed to delete, disable, deactivate, interfere with or otherwise harm the Service or Customer Data. Customer’s sole and exclusive remedies and Emburse’s entire liability for a breach of the warranties in (a) above will be the re-performance of the deficient Service, and, if Emburse fails to re-perform, Customer may terminate its subscription to the affected Service with notice received within three (3) months of such failure to re-perform.

7.3 Emburse warrants that it will maintain the average monthly system availability for the Service as set forth in the Documentation (“SLA”). Customer’s sole and exclusive remedy for a breach of the SLA is the issuance of a credit or termination as described in the SLA.

7.4 Emburse warrants that it shall at all times provide and maintain sufficient physical and electronic security for the Service in accordance with commercially reasonable industry standards, including, without limitation, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). The terms of the Emburse DPA are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom, and Switzerland are processed by Emburse, the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of the T&Cs shall be treated as its execution of the Standard Contractual Clauses and Appendices.

7.5 At least annually and at no expense to Customer, Emburse will review its operations and procedures relating to its operations center applicable to providing the Service to Customer, including its security and compliance programs, which review will be by a qualified independent third party in accordance with the current SOC 1 auditing standards or such other standards as determined by Emburse. Following Customer’s request, Emburse will provide Customer with copies of documentation relevant to such review to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations. To the extent Emburse processes cardholder data, Emburse will comply with the Payment Card Industry Data Security Standards (“PCI DSS”).

8. Limitation of Warranty

The warranties in sections 7.2 and 7.3 will not apply if the Service is not used in accordance with the Agreements or the Documentation or any non-conformity is caused by Customer. THE EXPRESS WARRANTIES SET FORTH IN THE T&CS ARE THE SOLE WARRANTIES PROVIDED BY EMBURSE HEREUNDER. EMBURSE SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EMBURSE DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 2, 10.1, 10.3 AND 11 OR FOR FRAUD OR WILFUL MISCONDUCT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENTS UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, CLAIMS SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, OR LOSS OF USE OF ANY INFORMATION OR DATA OF THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED HEREIN.

EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 2, 10.1, 10.3 AND 11 OR FOR FRAUD OR WILFUL MISCONDUCT, OR AMOUNTS OWED HEREUNDER, EACH PARTY'S AGGREGATE LIABILITY UNDER THE AGREEMENTS, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL FEES ACCRUED HEREUNDER BY CUSTOMER TO EMBURSE FOR THE APPLICABLE SERVICE DIRECTLY CAUSING THE DAMAGE DURING THE TWELVE MONTH PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE (BUT NOT LESS THAN THE AMOUNT OF BASE FEES DUE DURING THE FIRST YEAR AFTER THE EFFECTIVE DATE).

FOR LIABILITY ARISING UNDER SECTION 10.2, EMBURSE'S AGGREGATE LIABILITY UNDER THE AGREEMENTS, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO TWO (2) TIMES THE AGGREGATE OF ALL FEES ACCRUED HEREUNDER BY CUSTOMER TO EMBURSE FOR THE APPLICABLE SERVICE DIRECTLY CAUSING THE DAMAGE DURING THE TWELVE MONTH PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE (BUT NOT LESS THAN THE AMOUNT OF BASE FEES DUE DURING THE FIRST YEAR AFTER THE EFFECTIVE DATE).

10. Indemnification

10.1 Subject to the terms of the Agreements, Emburse shall defend and indemnify Customer, its Affiliates, and their employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by a third party (each a "Claim"): to the extent alleging that the Service, as provided by Emburse and used in accordance with the terms of the Agreements, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party. Notwithstanding the above, Emburse shall have no liability for any infringement claim to the extent such claim: (i) pertains to any Emburse Property that has been altered or modified without Emburse's prior written approval; or (ii) is based on use of the Service in conjunction with any item not provided by Emburse or authorized by Emburse in writing, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Emburse.

10.2 Subject to the terms of the Agreements, Emburse shall defend and indemnify Customer, its Affiliates, and their employees, agents, successors and assigns from and against (a) any Claim to the extent based on a breach of Section 7.4 that results in the unauthorized disclosure of Confidential Information or Personal Data to a third party (a "Data Breach") and (b) any reasonable costs and expenses incurred by Customer in remediating the Data Breach in accordance with applicable Data Protection Law.

10.3 Subject to the terms of the Agreements, Customer shall defend and indemnify Emburse, its Affiliates, and their employees, agents, successors and assigns from and against any and all Claims to the extent alleging that the Customer Data, or Customer's use of the Service is in violation of the terms of the Agreements, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right, or otherwise causes harm to a third party.

10.4 For any indemnifiable claim described in this Section 10: (a) the indemnifying party shall have the sole responsibility, at its expense, to defend and, at its sole discretion, to settle any such claim, provided that, if any settlement requires a non-monetary obligation of an indemnified party (other than ceasing use of the Service), then such settlement shall require the indemnified party's prior written consent, which consent will not be unreasonably withheld; and (b) the indemnified party shall provide prompt written notice of such claim and reasonably cooperates with indemnifying party (at indemnifying party's expense) in the defense or settlement of such Claim.

10.5 If, in the event of an indemnifiable infringement claim as set forth in Section 10.1 above, the Service is held to infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party, or in Emburse's opinion is likely to infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party, then, in addition to its obligations set forth in Section 10.1 above, Emburse shall, at its option and in its sole discretion, either: (a) procure for Customer the right to continue using the Service in accordance with its rights under the Agreements; (b) replace or modify the Service with a substantially equivalent service that does not infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party; or (c) if Emburse is unable to provide one of the foregoing remedies under

reasonable terms, or otherwise determines that such remedies are or become economically impractical, then Emburse may terminate the Agreements by providing written notice thereof to Customer, without further obligation by either party, except that (i) Customer shall be entitled to, and Emburse shall pay Customer, a refund equal to the pro-rata amount of any unused pre-paid fees for the Service paid by Customer as of the effective date of such termination; and (ii) Emburse's indemnity obligations under Section 10.1 above apply.

11. Confidentiality

11.1 During the Term of the Agreements, each party may have access to certain Confidential Information of the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information means any information: (a) marked or otherwise identified as confidential at the time of disclosure; or (b) that a reasonable person would understand to be confidential based on the type of information or the circumstances of its disclosure. With respect to Emburse, Confidential Information shall include, without limitation, the Service and the Documentation.

11.2 During the Term (as defined in Section 13.1 below) and for three (3) years thereafter, the receiving party hereunder shall not use or otherwise disclose any Confidential Information of the disclosing party to a third party without the prior written consent of the disclosing party, except that: (a) the receiving party may disclose the Confidential Information of the disclosing party to its third party advisers (e.g., auditors or attorneys) who have need to know such Confidential Information in performing services on the receiving party's behalf and under terms consistent with the confidentiality and non-use in the Agreements; and (b) Emburse may use or disclose such information solely as required to provide the Service or as otherwise authorized by Customer. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of the Agreements (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this Section 11 shall not apply to any information of the disclosing party that: (i) is or becomes a part of the public domain through no wrongful act of the receiving party; (ii) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (iii) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

11.3 In the event of a breach of this Section, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party will be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to seek temporary, preliminary and permanent injunctive relief against the breaching party without posting bond, in addition to such other rights and remedies to which it may be entitled at law or in equity.

12. Term and Termination.

12.1 The Agreements will commence on the Effective Date and will continue for the Subscription Term specified in the Order Form. Following completion of the Subscription Term, the Services will automatically renew for the period specified in the Order Form (each a Renewal Term) unless either party provides written notice of non-renewal no later than ninety (90) days prior to the expiration of the Subscription Term or Renewal Term, as applicable, or unless the Agreement has been earlier terminated under another provision of the T&Cs.

12.2 Either party may terminate the Agreements as follows: (a) upon thirty (30) days written notice of the other party's material breach unless the breach is cured within such thirty (30) day period; or (b) as permitted under Sections 7.2 and 10.5 above.

12.3 Upon termination of the Agreements: (a) except for termination by Customer for material breach by Emburse, any amounts owed to Emburse under the Agreements will become immediately due and owing; (b) all rights granted to Customer under the Agreements shall immediately terminate, in which case Emburse may invalidate the Passwords and/or other user identification for Customer and its Authorized Users and otherwise deny further access to the Service; (c) upon Emburse's request made within thirty (30) days after such termination, Customer will return or destroy all Emburse property that is in its possession or control; and (d) upon Customer's request made within thirty (30) days after such termination, Emburse will (i) allow Customer access to the Service for the purpose of retrieving Customer Data for a period not to exceed thirty (30) days, or (ii) subject to applicable fees (at its then current rate Emburse charges its customers for such effort), provide Customer with a copy of all Customer Data that is in its possession or control, provided that Customer has paid all fees due under the Agreements and all Order Forms hereunder. After such thirty (30)-day period, each party may destroy any such information of the other party in its possession or control. Termination of the Agreements shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination (including any claim for fees accrued or payable to Emburse prior to the effective date of termination), and the applicable provisions of the Agreements shall continue to apply to such claim until it is resolved. The terms of Sections 2, 3, 7.4, 8, 9, 11 (for three (3) years as reflected therein), 12.3, and 13

of these Terms and Conditions shall survive the termination of the Agreements for any reason.

13. General.

13.1 Relationship of the Parties; Independent Contractors. In making and performing under the Agreements, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, except as otherwise expressly provided in the Agreements. Emburse’s personnel shall not be considered employees of Customer, and shall not be entitled to participate in, or receive benefits under, any of Customer’s employee benefit or welfare plans.

13.2 Assignment. The Agreements may not be assigned or transferred by either party without the prior written consent of the other party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either party may assign its rights and obligations under the Agreements, in whole but not in part, without the other party’s permission, in connection with any merger, consolidation, sale of all or substantially all of such assigning party’s assets, or any other similar transaction; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the assignor under the Agreements; and (c) agrees in writing to be bound by the terms and conditions of the Agreements. The Agreements are binding on the parties hereto and their respective successors and permitted assigns.

13.3 Notices. Notices shall be in writing and will be deemed given when delivered in person, or when sent via electronic communication with confirmation or overnight courier with confirmed delivery, with a copy to legaldept@emburse.com. The respective addresses of the parties for notice are set forth on the Order Form. Either party may change its notice address upon written notice to the other party.

13.4 Waiver and Severability. A waiver of any breach of the Agreements is not deemed a waiver of any other breach. If any provision of the Agreements is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreements.

13.5 Governing Law and Venue. Any action related to the Agreements shall be governed by and construed in accordance with the applicable law identified below (without reference to its principals of conflict of laws), as determined by Customer’s domicile. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, the jurisdiction identified below.

If Customer is domiciled in:	The governing law is:	The courts having exclusive jurisdiction are:
Australia	New South Wales	Australia
A country in Asia or the Pacific region, other than Japan	Singapore	Singapore
North, Central or South America or the Caribbean	California and controlling United States federal law	Los Angeles, California, U.S.A.
Europe, other than Ireland and the UK	Germany	Germany
Ireland, UK, the Middle East or Africa	England and Wales	England
Japan	Japan	Tokyo, Japan

13.6 Publicity. Neither party shall use the name of the other party in publicity activities without the prior written consent of the other. However, Emburse may use Customer's name in customer listings (reference listings) or at times mutually agreeable to the parties, as part of Emburse's marketing efforts (including reference calls and stories, press testimonials, and site visits).

13.7 Export Compliance. Emburse Confidential Information is subject to export control laws of various countries, including the laws of the United States. Customer will not submit Emburse Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Emburse Confidential Information to countries, persons, or entities if prohibited by export laws.

13.8 Force Majeure. If a party's performance of any of its obligations (other than payment of Fees) pursuant to the Agreements is delayed or prevented by any cause beyond a party's reasonable control, including without limitation fire, flood, earthquake, extreme adverse weather, strike, civil disorders, government or military authority action, act of war or terrorism, act of God, pandemic or other similar causes (each, a "Force Majeure Event"), then such party shall be excused for such delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues. Such party shall use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

13.9 Entire Agreements. The Agreements constitute the complete and exclusive statement of the agreement between Emburse and Customer in connection with the parties' business relationship related to the subject matter of the Agreements. All previous representation, discussions, and writing (including any confidentiality agreement) are merged in and superseded by the Agreements. The Agreements may only be modified in writing signed by both parties, except as permitted under Section 4.1.

13.10 Counterparts and Signatures. The Agreements may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together as one instrument. Electronic signatures that comply with applicable law are deemed original signatures.

14. Definitions.

In addition to those terms defined elsewhere in the Agreements, the following words and phrases in initial capital letters shall have the meanings set forth below:

14.1 "Affiliate" means each legal entity (other than non-operating holding companies) that is controlled by, or is under common control with Emburse or Customer, as the case may be, on or after the Effective Date and for so long as such entity remains controlled by, or is under common control with Emburse or Customer, as applicable, (where "controls," in its various forms herein, means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

14.2 "Agreement" means individually and **"Agreements"** mean collectively, the Order Form and the following documents located at the link referenced below, each as may be amended or supplemented from time to time by Emburse:

- (a) T&Cs
- (b) Documentation
- (c) Support for Emburse Services (https://emburse.com/assets/pdfs/order-forms-terms-and-conditions/2022-q2/2022-apr-01/2020_jun_10_support.pdf)
- (d) Service Level Agreements for Emburse Services (https://emburse.com/assets/pdfs/order-forms-terms-and-conditions/2022-q2/2022-apr-01/2022_mar_10_sla.pdf)
- (e) Service Guide
- (f) Data Processing Addendum (https://emburse.com/assets/pdfs/order-forms-terms-and-conditions/2022-q2/2022-apr-01/2022_mar_11_dpa.pdf)

14.3 "Authorized User" means any individual to whom Customer or its Affiliates grants access authorization to use the Service, including without limitation an employee, agent, contractor, partner, shareholder, or representative, provided any such Authorized User is not a competitor of Emburse.

14.4 "Content" means all content, excluding Customer Data, located on or contained in the Emburse website, or any other website owned or controlled by Emburse, and any information, documents, reports, benchmarks or similar items contained in or made available to Customer in the course of using the Services, other than the Service itself or Customer Data.

14.5 "Customer" means the legal entity identified in the Order Form.

14.6 "Customer Data" means any content, materials, data, and information specific to Customer or its Authorized Users that is entered into the Service by or on behalf of Customer or that Customer derives from its use of and stores in the Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Emburse's Confidential Information.

14.7 "Documentation" means the materials provided to Customer describing the functionality, use, and operation of the Service, including without limitation online materials, specifications or forms.

14.8 "Effective Date" of the Agreements means the date of Customer's execution of the initial Order Form and any Order Form Effective Date thereafter shall mean an extension to the Subscription Term.

14.9 "Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including for example, viruses, worms, time bombs, and Trojan horses.

14.10 "Order Form" means the written ordering document for the Service that references these Terms and Conditions.

14.11 "Password" means the unique password assigned to each Authorized User for access to the Service.

14.12 "Personal Data" any information that Emburse Processes on Customer's behalf that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or household.

14.13 "Service" means any subscription-based, hosted, supported and operated on-demand solution provided by Emburse under an Order Form and described in the Documentation.

14.14 "Subscription Term" means the term of a Service subscription identified in the initial Order Form, including all Subscription Term renewals thereafter (if applicable).

14.15 "Usage Metrics" means the standard of measurement for determining the permitted use and calculating the fees due for the Service as set forth in an Order Form.

14.16 "User ID" means the unique credentials created and assigned to each Authorized User for the purpose of accessing and utilizing the Service in accordance with the Agreements.