



emburse
chromeriver

Service Guide

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Service Overview

This Service Guide describes the on-demand services (each, a “Service”) available from Emburse Inc. f/k/a Chrome River Technologies, Inc. and its other 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

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 terms of Customer’s order;
- Online dashboards and self-service inquiries;
- Access to Emburse Cards, subject to Customer’s registration with Emburse and acceptance of the legal terms in Customer’s order form;
- 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](#).

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 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 and 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 the Customer account as soon as Direct Pay export is performed, and the 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.

Emburse Cards

Enables Customers to easily issue physical and virtual credit cards with granular spending restrictions to employees. Emburse Cards can be issued in USD or EUR to companies with legal entities in the United States or Eurozone. Utilization of the Emburse Cards is contingent upon completion and approval of a Customer's application with Emburse, and agreement with the relevant terms of service.

- By default, Emburse Cards are pre-funded, though some customers may qualify for a line of credit (contingent upon completion and approval of the Emburse Credit application and agreement with the relevant terms of service)
- Payments initiated via the Emburse Card may generate rebates to Customer as set forth in the Order Form and additional terms related thereto.

Folio

Customers of Chrome River Expense service may subscribe to Folio to automatically extract line item data from hotel and rental car receipts and create 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.

- Users 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, Customers 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.

Mobile Access

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

Invoice

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 Chrome River's OCR Vision service to provide optical character recognition;
- 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 files 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](#).

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.

B2B Payments

Enables Customer to create payment batches and execute payments from the Emburse Service 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 Service.

- o Checks: These transactions are initiated by Stripe 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 Stripe, managed by TransferMate, and may be subject to Customer's agreement to applicable TransferMate terms and conditions.

Emburse Solution Administrator

Emburse Solution Administrator is a collection of Services that can be ordered in connection with the Chrome River Expense and/or Invoice service for an additional fee. Solution Administrator includes the following service options:

Emburse Solution Administrator Pro

The Solution Administrator Pro service provides ongoing consulting & configuration engagement as well as prioritized support case handling. 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. The Emburse Solution Administrator Pro 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 Emburse Solution Administrator Pro 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/Issue” cases in the following order, and provide updates for “Report A Problem/Issue” 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 documentation error exists which does not impact user operation	One or more users	48 hours ¹	Upon request ¹	12 x 5

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 Solution Administrator Plus

The Emburse Solution Administrator Plus service provides ongoing consulting & configuration engagement as well as assistance with support case updates and responses. Emburse Solution

Administrator Plus covers all subscriptions and features in place. The Emburse Solution Administrator Plus service includes the following:

- Up to three hours with a consultant each month to provide assistance on the topics requested by the customer;
- The Emburse Solution Administrator Plus Coordinator will reach out to schedule the sessions;
- The sessions will be conducted by a subject matter expert in the designated topic or by the Emburse Solution Administrator Plus Coordinator;
- The Emburse Solution Administrator Plus Coordinator will facilitate responses to open support desk cases each week.

Examples of topics to be discussed are: Reviewing new and changing administration options and features; defining export changes; consulting to optimize the end user experience; rule changes along with other experienced consulting advice.

The Emburse Solution Administrator Plus 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.

Emburse Analytics

Emburse Analytics

Emburse Analytics is an analytics Service available to Chrome River customers that consists of included and paid offerings that can be ordered in connection with Chrome River Expense and/or Invoice services for an additional fee. Emburse Analytics includes the following service options:

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
- 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.
- 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.

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, and supporting periodic meetings to assist in interpreting the Customer Data and to help Customer create Key Performance Indicator reports.

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.

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 a 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 data points 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 resubmission 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.

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.

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 with 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.

Emburse Go

Emburse Go

Emburse Go is a mobile travel companion solution procured by an organization for use by their travelers/employees to aggregate all of their travel itineraries such as air, hotel, car, rail, ground transport and to manage on trip events such as restaurants, meetings, and other events. It provides robust destination information and easy access to preferred suppliers including OBT, TMC, Duty of Care, corporate card and expense solution providers. The app is Emburse branded and offers some corporate customization the Customer can get.

Customers can get:

- iOS mobile app for employees; and/or
- Android mobile app for employees
- Portal for desktop for travel/security/finance teams

The self-service portal for the travel team is always included in the offering, as it is a unique selling point: enabling targeted messaging to drive travel program adoption and awareness, as well as reporting and travel program insights.

Additional features include:

- Itinerary aggregation based on:
 - TMC PNR Feed (1 included) with real-time updates
 - Unlimited email parsing
 - Manually added items
- App Distribution: iOS/Android native app store
- Messaging center: in portal configured targeted messaging
- Messaging center: standard alerts, notifications, reminders
- Risk & Safety: standard sources for health, safety and COVID related information, GeoSure neighborhood, lgbtq+, women's safety overview
- Transportation: Public Transport, Taxi, Train, Uber, Lyft, walking including cost estimate (preference and order as configured in portal)
- Carbon Footprint based on GGP: displayed in flight, hotel and car rental detail screens &

overview in menu

- Auth0 login flow - Single Sign-on (SSO - Okta / AD)
- Discover: Maps, POIs such as restaurants, atms, gyms, and directions
- City Guides: relevant suggestions on itinerary (actionables and banners) - up to 15
- Trip review
- Share Itinerary
- Alternative flights
- Multiple language support (7) (default: ENG)
- Profile: contains home country (point of sale) and preferred currency
- Click-to-call or email for TMC, Duty of Care, emergency
- Calendar integration (from native phone into timeline)
- On-boarding communication flow

Emburse Go Premier

The Premier version of Emburse Go offers everything in Go plus additional corporate customization including the following:

- Branding: company branding & content
- App Distribution: MDM/own app store
- Company travel program & policy information
- Top Destinations configurable: company most traveled to destinations
- Risk & Safety: configurable sources for health, safety and COVID related information, GeoSure neighborhood, lgbtq+, women's safety overview
- Contacts: Click to call, chat or email with agent & external suppliers (safety, service, company service) & 'how to get help' guide
- Useful links: can be added in separate section or directly in menu options
- Carbon Footprint corporate specific calculation: displayed in flight, hotel and car rental detail screens & overview in menu
- Display hotel amenities and/or negotiated benefits in Hotel Detail Screen & Top Destinations
- Company branded landing website about the travel app and company branded onboarding emails
- Reporting - adoption, engagement, influence & sustainability
- Employee feedback (survey & feedback loop)
- FAQ

Training

Both live and on-demand training materials are available in the Chrome River Help Center [here](#). Additional training can be provided for an additional charge.

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.

Implementation Plans

1-2-3 Go Implementation Service Packages (US)

The Services ordered hereunder include implementation using the 1-2-3 Go methodology. The scope and project for such implementation is subject to the description set forth at: [1-2-3-GO Implementation Description](#).

Expert Implementation Service Package

Expense: The Expense service ordered hereunder includes implementation using the Expert Implementation methodology. The scope and project for such implementation is subject to the description set forth at: [Expert Implementation Description \(Expense\)](#). Notwithstanding Section 2 of this Order Form, the monthly fee for the Expert Implementation Service Package(s) ordered above will be billed starting on the Implementation Start Date set forth above and will continue on a monthly basis, in advance, until the Subscription Billing Start Date.

Invoice: The Invoice service ordered hereunder includes implementation using the Expert Implementation methodology. The scope and project for such implementation is subject to the description set forth at: [Expert Implementation Description \(Invoice\)](#). Notwithstanding Section 2 of this Order Form, the monthly fee for the Expert Implementation Service Package(s) ordered above will be billed starting on the Implementation Start Date and will continue on a monthly basis, in advance, until the Subscription Billing Start Date. For purposes of the Expert Implementation Service Package and the related subscription-based service, the Subscription Billing Start Date shall be the first day of the calendar month following the Customer’s Go-Live Date.

Enterprise Implementation Service Package

The Services ordered hereunder include implementation using the Enterprise Implementation methodology further described at [Enterprise Implementation Description](#). The scope and estimated timeline for such implementation is subject to the execution of a scoping document issued by Emburse and signed by Customer concurrently with this Order Form

Subscription Plans

Annual Plan (Transactions)

Notwithstanding anything to the contrary in this Order Form, Customer will be invoiced the Overage Fee for each excess Transactions at the end of each Annual Period in the Subscription Term. Excess Transactions will accrue at the end of the Annual Period if all actual Transactions submitted into the Service exceed the aggregate of the monthly Quantities for each month in such Annual Period (i.e., the total number of actual Transactions processed during the Annual Period minus the monthly quantity ordered times twelve = excess Transactions subject to Overage Fee).

Submitter Plan

Notwithstanding anything to the contrary in this Order Form, the Subscription Fee for the Services ordered above is based on the number of Expense Owner's identified above as the Quantity and includes unlimited number of Transactions submitted for such Expense Owner by an Authorized User. The Subscription Fee and Overage Fees will be invoiced as described above for each Billing Period. In the event the number of actual number of Expense Owners submitting Transactions is less than the Quantity ordered above in any Billing Period, Emburse will provide Customer with a credit for such unused Quantity that will be applied to any Overage Fees that may accrued in the 12-month period following the end of the Annual Period in which the credit accrues.

Unlimited (Employee) Plan

Notwithstanding anything to the contrary in this Order Form, the Subscription Fee for the Services ordered above is based on the number of Customer's employed Personnel identified above as the Quantity and includes unlimited number of Transactions for such Personnel. The Subscription Fee will be invoiced as described above. No later than thirty (30) days before the end of an Annual Period during the Term, the parties shall review the number of Personnel employed by Customer (the "Review"). In the event the Review identifies a change in the number of Personnel, the parties shall revise the Quantity and associated fees for the Service to reflect the appropriate adjustment to reflect the correct number of Personnel through execution of an Order Form effective as of the anniversary of the Subscription Billing Start Date following the Review (an "Adjustment"). In addition, the parties shall conduct a Review and Adjustment in the event of an organizational change within Customer (including but not limited to mergers, acquisitions, downsizing, or hiring) ("Org Change") which results in a 10% or greater increase or decrease in the number of Personnel. Customer agrees to provide Chrome River written notice of any such change within thirty (30) days after such Org Change.

Unlimited (Professional) Plan

Notwithstanding anything to the contrary in this Order Form, the Subscription Fee for the Services ordered above is based on the number of Billable Personnel identified above as the Quantity and includes unlimited number of Transactions for such Billable Personnel. The Subscription Fee will be invoiced as described above for each Billing Period. No later than thirty (30) days before the end of an Annual Period during the Term, the parties shall review the number of Billable Personnel employed by Customer (the “Review”). In the event the Review identifies a change in the number of Billable Personnel, the parties shall revise the Quantity and associated fees for the Service to reflect the appropriate adjustment to reflect the correct number of Billable Personnel through execution of an Order Form effective as of the anniversary of the Subscription Billing Start Date following the Review (an “Adjustment”). In addition, the parties shall conduct a Review and Adjustment in the event of an organization change within Customer (including but not limited to mergers, acquisitions, downsizing, or hiring) (“Org Change”) which results in a 10% or greater increase or decrease in the number of Billable Personnel. Customer agrees to provide Chrome River written notice of any such change within thirty (30) days after such Org Change.

Unlimited (Faculty) Plan

Notwithstanding anything to the contrary in this Order Form, the Subscription Fee for the Services ordered above is based on the number of full-time Faculty identified above as the Quantity and includes unlimited number of Transactions for all system users. The Subscription Fee will be invoiced as described above for each Billing Period. No later than thirty (30) days before the end of an Annual Period during the Term, the parties shall review the number of Faculty employed by Customer (the “Review”). In the event the Review identifies a change in the number of Faculty the parties shall revise the Quantity and associated fees for the Service to reflect the appropriate adjustment to reflect the correct number of Faculty through execution of an Order Form effective as of the anniversary of the Subscription Billing Start Date following the Review (an “Adjustment”). In addition, the parties shall conduct a Review and Adjustment in the event of an organization change within Customer (including but not limited to mergers, acquisitions, downsizing, or hiring) (“Org Change”) which results in a 10% or greater increase or decrease in the number of Faculty, Customer agrees to provide Chrome River written notice of any such change within thirty (30) days after such Org Change.

Plan Definitions

- a. “Annual Period” means each 12-month period beginning on the Subscription Billing Start Date specified above.
- b. “Billable Personnel” means all Personnel whose work time Customer may charge to a third party.

- c. "Billing Period" means monthly beginning on the Subscription Billing Start Date; provided that for the Abacus Reach product the Billing Period shall mean the Annual Period as defined in an Order Form.
- d. "Expense Owner" means Customer's Personnel who submit as an Authorized User (or have submitted on their behalf by an Authorized User) Transactions.
- e. "Faculty" means all Personnel who are full-time faculty members of Customer.
- f. "Go-Live Date" means: (i) for the Expense Service, that date on which Customer submits, approves, and extracts an Expense Transaction from its production version of the Service; (ii) for the invoice Service, that date on which Customer submits, approves, and the extracts an Invoice Transaction from its production version of the Service; and (iii) for Managed Services, beginning on the Customer's Go-Live Date for the applicable Primary Service to which it pertains and continuing thereafter for each Billing Period during the Subscription and/or Renewal Term.
- g. "Managed Services" means the Emburse Solution Administrator, Emburse Insight Advisor, and/or the Audit Service ordered under an Order Form.
- h. "Personnel" means the employees, contractors, agents, partners, or shareholders of Customer (as applicable) who are bound by confidentiality obligations at least as restrictive as those set forth in the Agreement and will have access to or use of the Service as an Authorized User.
- i. "Primary Service" means the Chrome River Expense or Invoice Service(s) ordered under an Order Form.
- j. "Subscription Fee" means the recurring fee set forth above for subscription-based services ordered under an Order Form.
- k. "Transaction", for each Service identified below, means:
 - i. Expense: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - ii. AppZen: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - iii. Audit (Receipt and Policy): An expense report with respect to which Emburse performs an audit as reflected by the Service; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - iv. Invoice: A vendor payment request.
 - v. Folio: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - vi. Purchase Order: A purchase order or requisition.
 - vii. Transferwise – Domestic: a payment initiated by Customer and paid to a payee in a single currency through the Transferwise Service.

- viii. Transferwise – Cross-border: a payment initiated by Customer in one currency and paid to a payee in a different currency through the Transferwise Service.
- ix. TripLog: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
- k. “Usage Metric” means a Transaction unless otherwise specified in the Services Ordered table in an Order Form for a specific Service.

Security

Third-Party Audits and Compliance Standards

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.

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

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.

Security

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.

Systems Security

Chrome River maintains appropriate system security for the Service in accordance with commercially reasonable industry standards and practices designed to protect Customer Data from theft, unauthorized disclosure and 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 browser(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.
- *Application Vulnerability Scanning*:* Emburse performs application vulnerability scanning for all SaaS applications weekly.
- *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.

*Specific to Emburse Go.

Access Control

The networks, databases, software, and computer systems of Chrome River employed 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.

Physical and Environmental Security

Chrome River's hosting provider limits 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.

The Emburse security team reviews the provider's SOC2 type II report to ensure compliance with physical and environmental security controls*

*Specific to Emburse Go.

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.

Backup/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.

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.

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 the same.

Reimbursement of Expenses

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