

BILLTRUST GENERAL TERMS AND CONDITIONS

THESE BILLTRUST GENERAL TERMS AND CONDITIONS (these "**T&Cs**"), which, together with any applicable Order Forms and/or SOWs that may be entered into by and between the Parties from time to time (collectively, the "**Agreement**"), sets forth the entire terms and conditions under which **Factor Systems, LLC**, a Delaware limited liability company doing business as **Billtrust**, with a place of business located at 11D South Gold Drive, Hamilton, NJ 08691 ("**Billtrust**"), will provide certain products and/or services to the customer party to any such Order Form or SOW ("**Customer**").

For purposes of these T&Cs, each of Billtrust and Customer is a "**Party**" and, collectively, constitute the "**Parties**". Any capitalized terms used but not otherwise defined in these T&Cs shall have the meanings set forth in Exhibit A hereto.

1. SERVICES.

1.1 Order Forms/SOWs. Billtrust and/or its Affiliates shall deliver, and Customer shall pay for, the Services as described in one or more Order Forms and/or SOWs. Each Order Form and/or SOW shall set forth a description of the applicable Services to be provided by Billtrust thereunder, the fees to be paid by Customer for such Services, and the period of time during which Customer will have access to such particular Services (the "**Service Term**"). All Order Forms and/or SOWs shall be executed separately and these T&Cs shall be incorporated therein by reference. In the event of any conflict between these T&Cs and any Order Form or SOW, the Order Form or SOW shall control. The Parties may execute multiple Order Forms and/or SOWs, and unless designated as replacing a specific outstanding Order Form and/or SOW, any new Order Form and/or SOW will be considered to be in addition to any then outstanding Order Forms and/or SOWs.

1.2 Authorized Use. Billtrust hereby grants to Customer a non-exclusive, non-transferable limited right to access any Billtrust Platform applicable to any Service provided by Billtrust to Customer under any Order Form or SOW during the applicable Service Term via the internet or other applicable connectivity through Authorized User IDs, solely: (a) for Customer's business purposes, (b) to enter Customer Data, and (c) to operate the features of each applicable Service as prescribed within Billtrust's Service documentation. Customer is responsible for all activity occurring under its Authorized User IDs.

1.3 Customer Affiliates. Any Affiliates of Customer may execute Order Forms and/or SOWs with Billtrust under these T&Cs by accepting the terms of these T&Cs in writing. For purposes of each such Order Form and/or SOW executed by an Affiliate of Customer, the term "Customer" in these T&Cs shall mean such Affiliate signing the Order Form and/or SOW. If an Affiliate of Customer executes an Order Form and/or SOW, such Affiliate shall be liable for payment thereunder; *provided, however*, that Customer shall be jointly and severally liable for any non-compliance and/or breach of these T&Cs by any such Affiliate, including such Affiliate's non-payment. If any Affiliate is at any time no longer affiliated with Customer, then Billtrust may require that such former Affiliate executes a separate Billtrust Terms of Use in order for Billtrust to honor any outstanding Order Forms and/or SOWs with such Affiliate.

1.4 Operational and Marketing Communications. Billtrust will provide Customer with operational communications and updates that provide critical information about the Services via email, text or instant

message, phone, mail and/or via the Billtrust Platform. Billtrust may also provide promotional and marketing communications to Customer, such as offers, events, continuing education and incentives, via any of the foregoing methods.

1.5 Billtrust Obligations. At all times while any Order Form and/or SOW is in effect:

(a) Billtrust represents and warrants that it has all necessary legal and other rights to perform its obligations under these T&Cs and under any applicable Order Form and/or SOW. Billtrust shall provide the Services in a professional and workmanlike manner, substantially consistent with general industry standards and in accordance with any applicable Order Form or SOW, and in compliance with all applicable Laws. Billtrust shall maintain and upgrade any Billtrust Platform as it deems necessary to deliver the Services. Billtrust may use subcontractors with respect to all or any portion of the Services provided hereunder; *provided, however*, that Billtrust shall remain responsible for any acts or omissions of any such subcontractors, subject to the terms and conditions of these T&Cs.

(b) In providing the Services, Billtrust shall comply with the Security Requirements set forth in Exhibit B hereto and the Service Level Agreement (SLAs) set forth in Exhibit C hereto.

(c) At all times while any Order Form or SOW is in effect, Billtrust shall, at its own expense, procure and maintain the following insurance coverage:

- *Commercial General Liability:*
 - Coverage for bodily injury, personal injury, property damage and contractual liability must be included.
 - Not less than \$1,000,000 limit per occurrence/\$2,000,000 limit in the aggregate.
 - Not less than \$1,000,000 personal injury and advertising liability limit.
- *Umbrella Liability:* Not less than \$3,000,000 limit per occurrence/\$3,000,000 limit in the aggregate.
- *Professional Liability, including coverage for Errors & Omissions and Cyber Liability:* Not less than \$5,000,000 limit per occurrence/\$10,000,000 limit in the aggregate.
- *Commercial Crime Insurance:*
 - Coverage for loss or damage resulting from theft committed by any Billtrust employee and coverage for computer crime.
 - Not less than \$3,000,000 in the aggregate.

Billtrust shall provide Customer with not less than thirty (30) days' prior written notice of cancellation, non-renewal or material change to any of the above insurance coverage. Upon written request, Billtrust shall provide Customer with a certificate of insurance evidencing the coverages above.

(d) Without limiting Billtrust's indemnification obligations under Section 4.1 below, in the event that any third party commences, or threatens in writing to commence an action against Billtrust or Customer

alleging that any Service or Customer's use of any Service (unaltered in any way by Customer) infringes the intellectual property rights of such third party, then (i) the Party receiving notice of such action or threatened action shall, within three (3) Business Days of such receipt, deliver written notice of such action or threatened action to the other Party; and (ii) in the event that Billtrust is unable, within sixty (60) days of Billtrust first receiving notice of such action or threatened action (the "**Notice Date**"), to negotiate a license that allows for Customer's continued use of the applicable Service at no additional cost to Customer on terms and conditions reasonably acceptable to Billtrust and consistent with these T&Cs, then either Party may, upon not less than thirty (30) days' prior written notice to the other Party, terminate the allegedly infringing Service. In the event that either Party terminates an allegedly infringing Service pursuant to this Section 1.6(d), then Customer shall be entitled to receive a pro rata refund of any annual subscription fees it may have previously paid to Billtrust for the subscription year during which the termination took place, based on the percentage of the subscription year remaining following the termination date.

(e) Except as expressly provided in this Section 1.6 or in any Order Form or SOW, Billtrust hereby disclaims all warranties, express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Billtrust does not warrant that the operation of the Services will be uninterrupted or error-free or virus free. No oral or written information or advice given by Billtrust or its agents, representatives or employees shall create a warranty or in any way increase the scope of these warranties, and Customer may not rely on any such information or advice unless it is set forth in writing signed by an authorized officer of Billtrust.

1.6 Customer Obligations. At all times while any Order Form and/or SOW is in effect:

(a) Customer acknowledges and agrees that it is solely responsible for all hardware, software, Internet or other connectivity, networking capabilities, bandwidth, interfaces, compatibility of data sets, enterprise resource management, integration capabilities, or other specified requirements needed to access and use the Services. Customer is solely responsible for preventing its systems from being infected by viruses, malware, ransomware or any other type of malicious code and, when applicable, is solely responsible for detecting and removing such viruses, malware, ransomware or any other type of malicious code from such systems. Customer shall undertake all necessary measures to comply with the foregoing.

(b) Customer shall be solely responsible for ensuring that access to any Billtrust Platform shall be solely by Authorized Users, and for the use and confidentiality of all Authorized User IDs. Unless Customer has provided Billtrust with prior written notice of unauthorized use or potential unauthorized use in accordance with Section 7.3 of these T&Cs, Billtrust may (i) assume that a person entering an Authorized User ID and password is, in fact, that user; (ii) rely on any Authorized User ID, instruction or information that meets the Services' automated criteria or which is reasonably believed by Billtrust to be genuine; and (iii) assume that the latest email addresses and registration information of Customer on file with Billtrust are accurate and current.

(c) Customer shall not, and shall cause its Authorized Users not to: (i) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Services are compiled or interpreted, and Customer acknowledges that nothing in these T&Cs shall be construed to grant

Customer any right to obtain or use such source code; (ii) use its access to the Services to develop a competing product or service; (iii) allow any third party other than Authorized Users to gain access to the Services; (iv) use the Services to provide timesharing, subscription service, hosting, or outsourcing services; (v) introduce into any Billtrust Platform or any Services any software, data or equipment having an adverse impact on such Billtrust Platform or any such Services; or (vi) extract content other than Customer Data from, or altering in any way any Billtrust Platform or its components or features, or using or accessing the Services except for the purposes specifically authorized in these T&Cs, an SOW or an Order Form (collectively, "**Service Infringements**").

(d) Customer represents and warrants that (i) it has all necessary legal and other rights to perform its obligations under these T&Cs and under any applicable Order Form and/or SOW; (ii) it shall comply with all applicable Laws, including but not limited to all applicable export control Laws, anti-money laundering Laws, and collections Laws; and (iii) neither it, nor any of its officers or beneficial owners, are on the Office of Foreign Assets Control (OFAC) Sanctions List and agrees to provide information, if requested by Billtrust, to confirm such compliance.

1.7 Service Specific Terms. In addition to, and not in lieu of, any other provision set forth in these T&Cs, each of the Parties acknowledges and agrees that, to the extent that Customer purchases in an Order Form any of the specific Services set forth in Exhibit D hereto, then the Service Specific Terms set forth therein applicable to any such Service shall be incorporated by reference into and made a part of these T&Cs and each Party shall comply therewith.

2. FEES AND PAYMENT.

2.1 Fees. Fees for Services shall be as set forth in each applicable Order Form and/or SOW. Unless otherwise stated in an Order Form and/or SOW, all payments are due within thirty (30) days of the date of invoice. Customer may not withhold any amounts due hereunder, except for any amounts disputed in good faith and for which Customer has sent Billtrust a written notice describing the dispute prior to the payment's due date. The Parties agree to work together to resolve such disputes within thirty (30) days of notification. Billtrust reserves the right to suspend any applicable Services until all past due amounts not in dispute are paid in full after giving Customer advance written notice and an opportunity to cure as specified in Section 6.2 below. Any late payment for undisputed invoices shall bear interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Law until paid. If, prior to the expiration of the Service Term set forth in any Order Form or SOW, (a) Customer terminates such Order Form or SOW other than for cause pursuant to Section 6.2 below; or (b) Billtrust terminates such Order Form or SOW for cause pursuant to Section 6.2 below, then all fees otherwise payable during such Service Term shall become immediately due and payable.

2.2 Taxes. Prices quoted in any Order Form or SOW do not include, and Customer shall pay or reimburse Billtrust (as applicable), any and all sales, use, gross receipts, value-added, personal property or other applicable tax (including interest and penalties imposed thereon) on the Services contemplated herein, other than taxes based on the net income or profits of Billtrust and for which Billtrust is responsible to collect, unless Customer has furnished Billtrust with an appropriate exemption certificate for an applicable jurisdiction. Billtrust will pay all taxes collected from Customer to the appropriate taxing authority.

3. INTELLECTUAL PROPERTY, CUSTOMER DATA AND CONFIDENTIAL INFORMATION.

3.1 Billtrust Intellectual Property. Customer acknowledges and agrees that, as between Billtrust and Customer, all right, title and interest, including any copyright, trademark, patent, trade secret, other intellectual property right or similar right, in and to: (a) the Billtrust Platform and the Services, including the software applications, processes, infrastructure, designs, documentation, policies, procedures training materials, and other components used to deliver the Services; (b) any developments created by Billtrust during the provision of Services; (c) any templates, maps, routines, system interaction output, operational efficiencies and the like related to the Services developed by Billtrust with or without Customer input; and (d) any update, adaptation, translation, customization or derivative work of all of the above (collectively "**Billtrust Intellectual Property**"), shall be owned solely and exclusively by Billtrust and/or its Affiliates and/or their licensors and that Billtrust may use the Billtrust Intellectual Property in any lawful manner. Customer will only receive a limited right to access and use the Billtrust Intellectual Property on the terms expressly set forth herein. Billtrust expressly reserves all rights in the Billtrust Intellectual Property not specifically granted to Customer. Upon Billtrust's request, Customer shall execute all documents reasonably necessary to confirm or perfect the exclusive ownership of Billtrust in the Billtrust Intellectual Property.

3.2 Customer Intellectual Property. Billtrust acknowledges and agrees that, as between Billtrust and Customer, all right, title and interest, including any copyright, trademark, patent, trade secret, other intellectual property right or similar right, in and to: (a) Customer Data, and (b) any registered domain names, tradenames, trademarks, logotype and service marks of Customer (collectively "**Customer Intellectual Property**"), shall be owned solely and exclusively by Customer. If Customer purchases any Service that requires Billtrust to print Customer's name and/or brand on deliverables or host a website with Customer's name and/or brand, Customer grants to Billtrust, for the duration of the applicable Service, a limited, non-exclusive and non-transferable license to use, print, display and publish the Customer Intellectual Property in connection with the provision of such Service to Customer.

3.3 Customer Data.

(a) Customer hereby grants to Billtrust, for so long as any Order Form and/or SOW is in effect, a limited, non-exclusive, royalty-free, non-transferable license to collect and process Customer Data as necessary to provide the Services ordered by Customer. In addition, anonymous aggregated Customer Data (excluding Personal Data) may be used by Billtrust, subject to the requirements hereunder, to (i) generate anonymous learnings, logs, analyses and data regarding the use of Billtrust's products, services and technologies, in order to improve such products, services and technologies, and to create and distribute reports and other materials that include or are based on anonymous aggregated Customer Data ("**Product Analyses**"); and (ii) analyze such anonymous aggregated data to provide insights, inferences and applicable recommendations to customers through Billtrust's Services generally ("**Insights**"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data.

(b) Customer acknowledges and agrees that, while any Order Form and/or SOW is in effect, Customer may provide, and Billtrust may receive or otherwise have access to Customer Data that constitutes Personal

Data. Each Party covenants and agrees that it will process any such Personal Data solely for the intended purposes of these T&Cs and any applicable Order Form and/or SOW and in compliance with all applicable Laws. For these purposes, the Parties agree to the terms of Billtrust's standard Data Processing Addendum and its Exhibits (collectively, the "**DPA**"), which is available at www.billtrust.com/DPA. Billtrust may at any time amend the provisions of the DPA solely as required to comply with applicable Data Privacy Laws, in which case Billtrust shall notify Customer of such changes using the RSS feed that is made available to Customer at <http://www.billtrust.com/privacy-terms>. Customer further acknowledges and agrees to the Billtrust Privacy Policy available at (<https://www.billtrust.com/privacy-policy/>).

(c) Upon the termination or expiration of all applicable Order Forms and SOWs, Billtrust will delete all Customer Data from its systems, subject to (i) applicable Laws; (ii) Billtrust's data retention policies, which may include back-up and archival copies, including with respect to transaction records (all of which information shall be maintained by Billtrust as confidential in accordance with Section 3.4 below); and (iii) Billtrust's right to retain the results of Product Analyses and Insights, as described in Section 3.3(a) above.

3.4 Confidential Information. Each Party (in such capacity, "**Recipient**") may receive or otherwise have access to certain information concerning the other Party or its Affiliates (in such capacity, "**Discloser**") which constitutes Discloser's confidential and/or proprietary information, including but not limited to information concerning Discloser's business, operations, standards, methods, prices, software code, contractual terms and conditions, strategies, procedures, personnel, and services including, without limitation, the terms of these T&Cs and any applicable Order Forms and SOWs (collectively, "**Confidential Information**"). Confidential Information includes all such information regarding Discloser which is disclosed, whether deliberately or inadvertently, to Recipient and/or its Representatives. Notwithstanding the above, Confidential Information shall not include any information which Recipient can demonstrate: (a) was independently developed by Recipient (or its Representatives) without use or reference to Discloser's Confidential Information; (b) becomes known to Recipient, without restriction, from a source other than Discloser that had no duty of confidentiality with respect to such information; or (c) was publicly available at the time it was disclosed or becomes publicly available through no act or omission of Recipient. Recipient agrees that it shall not have any right to, and shall not use, disclose, sell, license, publish, reproduce or otherwise make available Confidential Information except to the extent necessary to effectuate the intended purposes of these T&Cs and any applicable Order Forms and SOWs. Recipient shall not share Confidential Information with any third party, except as otherwise contemplated herein, or as required by applicable Law, without the prior written consent of Discloser, in each instance. If Recipient breaches, or threatens to breach, any of the provisions of this Section 3.4, in addition to any other rights Discloser may have, including a claim for damages, Discloser shall have the right to have the provisions of this Section 3.4 specifically enforced by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by the Parties), it being agreed that any breach of this Section 3.4 would cause irreparable harm to Discloser in that money damages would not provide an adequate remedy. Upon termination or expiration of all applicable Order Forms and SOWs or written request by Discloser, Recipient agrees that any Confidential Information of Discloser and all related information and materials, including any and all copies and duplications, shall be destroyed in accordance with Section 3.3(c) above. Upon written request by

Discloser, an officer of Recipient shall, not later than thirty (30) days following such written request, deliver an executed certificate of destruction to Discloser certifying that Recipient has completed such destruction in accordance with the provisions herein.

4. INDEMNIFICATION

4.1 Each Party (in such capacity, the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other Party, and each of such other Party’s Affiliates, subsidiaries, shareholders, officers, directors, employees, agents and representatives (each, an “**Indemnified Party**”), from and against any liabilities or damages arising from any third party claims, including attorneys’ fees, costs and expenses (collectively, “**Losses**”) arising from or related to: (a) an Indemnifying Party’s breach of these T&Cs or any Order Form or SOW; (b) the Indemnifying Party’s gross negligence or willful misconduct; or (c) a claim that the Indemnifying Party’s Intellectual Property (unaltered in any way by the other Party) infringes on the intellectual property rights of a third party. Notwithstanding the foregoing, neither Party has a duty to indemnify any Indemnified Party under this Section 4.1 with respect to any Losses caused by the gross negligence or willful misconduct of such Indemnified Party or any of its officers, directors, Affiliates, subsidiaries, agents, and employees.

4.2 Indemnification under Section 4.1 above is conditioned upon the Indemnified Party providing the Indemnifying Party: (a) prompt written notice of the third-party claim; (b) sole control over the defense and settlement of such third-party claim, except (i) the Indemnified Party may elect to participate and assist in the defense using counsel of its own choosing and at its own sole expense; and (ii) the Indemnifying Party shall not enter into any settlement prejudicial to any Indemnified Party without such Indemnified Party’s prior written consent, such consent not to be unreasonably withheld or delayed; and (c) the Indemnified Party’s reasonable cooperation at the Indemnifying Party’s expense.

5. LIMITATION OF LIABILITIES.

5.1 Except for (a) a Party’s indemnification obligations under Section 4.1 above (which are subject to Section 5.2 below); (b) Customer’s obligations under the Payment Services Schedule (if applicable); (c) either Party’s payment obligations under these T&Cs or under any Order Form or SOW; and/or (d) as otherwise prohibited by applicable Law, in no event shall either Party’s total aggregate liability under these T&Cs (including under any applicable Order Forms or SOWs), whether in contract, tort or otherwise, exceed a maximum amount that is equal to two (2) times the fees paid or payable by Customer to Billtrust directly related to the applicable Service(s) (excluding postage fees if applicable) during the twelve (12) month period immediately prior to the incident giving rise to the claim; *provided, however*, that with respect to any such claim arising from or caused by a Billtrust Data Breach, such total aggregate liability shall not exceed a maximum amount that is equal to four (4) times the fees paid or payable by Customer to Billtrust directly related to the applicable Service(s) (excluding postage fees if applicable) during the twelve (12) month period immediately prior to the incident giving rise to the claim.

5.2 Notwithstanding Section 5.1 above, with respect only to a Party’s indemnification obligations under Section 4.1 above, either Party’s total aggregate liability thereunder shall not exceed a maximum amount that is equal to the lesser of: (x) ten (10) times the fees paid or payable by Customer to Billtrust directly related to the applicable Service(s) (excluding postage fees if applicable) during the twelve (12) month

period immediately prior to the incident giving rise to the claim; or (y) two million dollars (\$2,000,000).

5.3 Notwithstanding any other provision in these T&Cs, in no event shall either Party be liable to the other Party for any indirect, incidental, consequential, punitive or special damages, including without limitation loss of business, profits, revenue, business interruption, or the cost of substitute services, arising out of these T&Cs or any applicable Order Form or SOW, even if informed in advance of the possibility of such potential loss, claim or damage.

5.4 Each Party shall use its commercially reasonable efforts to mitigate its indemnifiable Losses hereunder.

6. TERM AND TERMINATION OF ORDER FORMS AND SOWs

6.1 **Term.** The Service Term of any Order Form or SOW shall be as set forth in such Order Form or SOW.

6.2 **Termination for Cause.** Notwithstanding Section 6.1 above:

(a) Either Party may terminate any specific Order Form or SOW immediately if the other Party breaches any material provision of such Order Form or SOW and, within thirty (30) days of its receipt of a written notice specifying such breach, fails to: (i) cure such breach; or (ii) take competent corrective action that is reasonably acceptable to the non-breaching Party during such 30-day period and such breach is in fact cured within ninety (90) days of such written notice:

(b) Either Party may terminate any or all Order Forms or SOWs immediately if the other Party:

(i) breaches any material provision of these T&Cs and, within thirty (30) days of its receipt of a written notice specifying such breach, fails to: (x) cure such breach; or (ii) take competent corrective action that is reasonably acceptable to the non-breaching Party during such 30-day period and such breach is in fact cured within ninety (90) days of such written notice; or

(ii) commits any act of fraud or other willful misconduct in connection with this Agreement, or

(iii) becomes insolvent, files a petition for bankruptcy protection, makes an assignment for the benefit of its creditors, or a receiver is appointed or an involuntary petition in bankruptcy is filed with respect to such Party and it is not dismissed within sixty (60) days of the filing.

6.3 **Effect of Termination or Expiration; Survival of Provisions.** Except in connection with a termination of all Order Forms and SOWs by either Party pursuant to Section 6.2(b) above, upon any expiration or termination of any specific Order Form or SOW, Services included within any other Order Form or SOW will not terminate until the expiration or termination of that particular Order Form or SOW. Upon the termination of all Order Forms and SOWs, and at Customer’s written request and expense, the Parties will enter into a SOW to specify any transition services to be provided by Billtrust to Customer. All rights and responsibilities of the Parties under these T&Cs shall terminate upon expiration or termination of all Order Forms and SOWs, except those rights and responsibilities contained in Section 1.6(c), (Service Infringements), Section 2 (Fees and Payment), Section 3 (Intellectual Property, Customer Data and Confidential Information), Section 4 (Indemnification), Section 5 (Limitation of Liabilities), this Section 6.3 (Effect of Termination or Expiration; Survival of Provisions), Section 7

(Miscellaneous), and Exhibit A (Definitions), all of which terms shall survive termination.

6.4 Suspension of Services. Billtrust reserves the right to suspend Services to Customer without notice or cure period if Customer violates the Service Infringements, infringes Billtrust's Intellectual Property rights, or uses the Services in any unlawful manner or in a manner that would cause harm to any component of the Billtrust Platform.

7. MISCELLANEOUS.

7.1 Publicity. Neither Party shall issue any press release or make any other public disclosure relating to this Agreement or Billtrust's performance Services without the prior written consent of the other Party in each instance.

7.2 Successor and Assigns. These T&Cs, together with all applicable SOWs and Order Forms, shall be binding upon, shall inure to the benefit of, and be enforceable by, each of the Parties and its successors and assigns; *provided, however, that:*

(a) except as otherwise specifically provided herein, no rights granted hereunder, or under any applicable SOWs and/or Order Forms, may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either Party, and any such attempted assignment shall be void and of no effect without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed; *provided, however, that* such consent shall not be required if either Party assigns all its rights and obligations under these T&Cs, and all then current SOWs and Order Forms, in connection with a merger, acquisition, or sale of all or substantially all of such Party's assets, unless the acquiring or surviving entity (the "**Acquirer**") is a direct competitor of the other Party; and

(b) in the event that Acquirer is an existing customer or partner of Billtrust, then all then current SOWs and Order Forms of Customer shall nonetheless remain in full force and effect for the remainder of their respective terms, and all such SOWs and Order Forms shall continue to be subject to these T&Cs. Similarly, if Customer acquires a business or entity that has an existing agreement or contract with Billtrust, then such existing agreement or contract shall remain in full force and effect for the remainder of its term.

7.3 Notices. All notices required or permitted to be delivered to either Party under these T&Cs shall be in writing and shall be effective (i) one (1) Business Day after being delivered by email or by nationally recognized courier for overnight delivery with receipt acknowledgment requested; or (ii) three (3) Business Days after being delivered by first class mail postage prepaid, in any case to the address of the applicable Party provided in the first paragraph of these T&Cs, or, if different, on the Order Form, or such other address as either Party may hereafter specify by written notice to the other Party. **Notwithstanding the foregoing, no such notice to Billtrust shall be deemed to be effective unless and until such notice has been emailed to Billtrust at clientservices@billtrust.com (or such other email address as Billtrust may specify in writing from time to time).**

7.4 Disputes and Choice of Law. These T&Cs, together with all applicable Order Forms and/or SOWs, shall be governed by the Laws of the State of Delaware without regard to any jurisdiction's conflict of laws principles. Except with respect to any claim for equitable relief pursuant to Section 3.4 above (which claim may be brought in any court of

competent jurisdiction), each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware for the purpose of any suit, action or other proceeding arising out of or relating to these T&Cs or any applicable Order Form or SOW and each of the Parties hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in any such court or that such court is an inconvenient forum. Any claim for damages under these T&Cs or any applicable Order Form or SOW must be commenced no later than one (1) year from the date that the Party asserting such claim first becomes aware, or using reasonable diligence should have become aware, of the facts giving rise to such claim, or within the applicable statute of limitations, whichever is earlier.

7.5 Independent Contractor Status. The Parties expressly acknowledge and agree that each Party is an independent contractor in relation to the other Party with respect to all matters arising under these T&Cs or any applicable Order Form or SOW. Nothing herein shall be deemed to establish a partnership, joint venture, agency, association or employment relationship between the Parties.

7.6 Force Majeure. Each Party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control and without its fault or negligence, including without limitation, delays by the other Party, acts of the federal, state or local governments (including the U.S. Postal Service), terrorism, natural disaster, acts of God, strikes, lockouts, legal restrictions, telecommunications, riots, acts of war, epidemics, communication line failures, power failures and third-party attacks on the Billtrust network (each, a "**Force Majeure Event**"). In order for performance by the delayed Party to be considered excused pursuant to this Section 7.6, the delayed Party must notify the other Party promptly in writing upon the occurrence of any such Force Majeure Event, and inform the other Party of its plans to resume performance.

7.7 Severability; Waiver. Any provision hereof found by any court or arbitrator of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of applicable Law and all other provisions shall remain in full force and effect. Waiver of any provision hereof by either Party in one instance shall not preclude enforcement thereof on any future occasion.

7.8 Entire Agreement; Amendments. These T&Cs, including the DPA, the Security Requirements attached hereto as Exhibit B, the Service Level Agreement attached hereto as Exhibit C, the Service Specific Terms (as applicable) attached hereto as Exhibit D, the Payment Services Schedule (if applicable), and any executed Order Forms and SOWs, collectively, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and/or replaces all other agreements between the Parties, whether electronic, written or oral. Except as may be set forth in any Order Form or SOW, these T&Cs may be modified or amended only in a writing that is signed by both Parties.

[Exhibits to follow]

Exhibit A
DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such person. For purposes of this definition, **"control"** (including, with its correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to vote more than fifty percent (50%) of the securities having voting power for the election of directors of such Person or otherwise to direct or cause the direction of the management and policies of such Person, including by ownership or control of more than fifty percent (50%) of the capital or profits interest of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the first paragraph of the T&Cs.

"Applicable Data Protection Laws" means any Laws that regulate, govern or are applicable to the processing of Personal Data under the T&Cs, including without limitation the European Union's General Data Protection Regulation (**"GDPR"**); the UK General Data Protection Regulation (**"UK GDPR"**); the Federal Personal Data Protection and Electronic Documents Act (**"PIPEDA"**); the California Consumer Privacy Act (**"CCPA"**) and Sections 1798.29 and 1798.82 of the California Civil Code; the Swiss Federal Act on Data Protection of 19 June 1992 (**"FADP"**) and the Ordinance to the FADP (**"OFADP"**) and any other applicable privacy or data protection Laws.

"Authorized User" means an employee, representative, consultant, contractor or agent of Customer or any Buyer authorized by Customer to use the Services in connection with Customer's business affairs and who has been provided with his or her own unique Authorized User identification (**"Authorized User ID"**) and password by Customer (or by Billtrust at Customer's request).

"Billtrust Data Breach" means any unauthorized disclosure of Customer Data by means of a third-party attack, probe, theft, or other breach of network security to the extent caused by Billtrust's failure to follow the Security Requirements or any Applicable Data Protection Laws.

"Billtrust Platform" means any platform, software, tools and materials maintained by Billtrust as it deems necessary to deliver the Services.

"Business Day" means Monday through Friday, except for U.S. federal or state holidays.

"Buyer" means any customer of Customer.

"Customer Data" means any data of Customer or any Buyer that any Authorized User loads or enters into a Billtrust Platform or

otherwise provides to Billtrust with respect to the Services, including any Personal Data.

"DPA" has the meaning set forth in Section 3.3(b) of the T&Cs.

"Governmental Entity" means any foreign or domestic, federal, state or local government, or any court, arbitrator, administrative or regulatory agency or commission or other governmental authority or agency.

"Laws" means any domestic or foreign, federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, judgment, decree or other requirement which is legally binding of any Governmental Entity.

"Losses" has the meaning set forth in Section 4.1 of the T&Cs.

"Order Form" means an order form executed by Billtrust and Customer, pursuant to which Billtrust shall provide to Customer the Services set forth therein.

"Person" means any individual, corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, association, organization, governmental body or other entity or body.

"Personal Data" means any information that identifies or can be used to identify a natural person.

"Representatives" means, with respect to a Party, such Party's directors, officers, owners, employees, agents, Affiliates, consultants, contractors or other representatives.

"Security Requirements" means those security requirements and obligations that Billtrust owes to Customer set forth in Exhibit B hereto.

"Service Level Agreement" means those terms and conditions (SLAs) set forth in Exhibit C hereto.

"Service Infringements" has the meaning set forth in Section 1.6(c) of the T&Cs.

"Services" means any and all products and/or services provided by Billtrust to Customer as set forth in any applicable Order Form or SOW.

"Service Specific Terms" means those additional terms and conditions set forth in Exhibit D hereto.

"Service Term" has the meaning set forth in Section 1.1 of the T&Cs.

"SOW" means a statement of work executed by Billtrust and Customer, pursuant to which Billtrust shall provide to Customer the Services set forth therein.

Exhibit B
SECURITY REQUIREMENTS

1. SECURITY. Billtrust shall, while any Order Form or SOW is in effect, comply in all material respects with the following security requirements:

1.1 General: (a) All Billtrust applications shall comply with all applicable Laws; (b) all Billtrust applications that are accessible from the Internet or process Personal Data are approved prior to launch or implementation by Billtrust's Information Security Department; (c) all Billtrust's consumer facing web pages contain a link to a privacy statement. Questions regarding the content of the privacy statement should be directed to the Billtrust Compliance Department; and (d) all Billtrust employees are required to complete information security awareness training on a regular basis, with a focus on common security themes including, but not limited to, phishing, multi-factor authentication, Personal Data, malicious threats, and ransomware.

1.2 Physical Security: (a) The equipment hosting the application for Customer is located in a physically secure facility, which requires badge access at a minimum. (b) physical access to infrastructure housing Customer's content is restricted and access allowed based on a need-to-know basis; and (c) electronic media (online or offline) and confidential hard copy material is appropriately protected from theft or loss.

1.3 Authentication: (a) All access to Billtrust systems is controlled by an authentication method involving a minimum of a unique User ID/complex password combination; (b) privileged users and administrators use strong authentication; (c) passwords are changed every ninety (90) days; (d) passwords are never to be stored in clear text; (e) passwords are subject to complexity requirements; (f) effectiveness of authentication is tested on a regular basis to verify that unauthorized authentication is not easily permitted; (g) remote network access is secured by strong authentication; (h) all activity performed under a User ID is the responsibility of the individual assigned to that User ID; (i) Users are not permitted to share their User ID/password with others or allow other employees to use their User ID/password to perform actions; and (j) use of generic user accounts are not permitted.

1.4 Authorization: (a) Logical or network access to infrastructure housing Customer Data is restricted and access is only allowed based on a need-to-know basis; (b) access requests are documented and approved based on a business need; (c) access rights are reviewed on a periodic basis; and (d) upon termination or resignation of personnel, access is revoked within a timely manner.

1.5 Change Management: System change requests are documented via a ticketing system. The process to review and approve change requests must be documented. Change requests contain, at a minimum, the following information: (a) business justification for the change; (b) nature of defect (if applicable)/enhancement; (c) testing required; (d) back-out procedures; (e) systems affected; (f) User contact; and (g) management approval.

1.6 Network Security: (a) Industry standard firewalls are implemented to protect the application environment and associated data from the Internet and untrusted networks; (b) inbound and outbound connections are denied unless expressly allowed; (c) firewall events are monitored in order to detect potential security events; (d) Network Intrusion Detection or Prevention Systems (NIDS/NIPS) are implemented to monitor traffic for applications handling Confidential Information; and (e) effectiveness of controls are tested on a periodic basis.

1.7 Logging and Monitoring: (a) Security relevant events, including, but not limited to, login failures, use of privileged accounts, changes to access models or file permissions, modification to installed software, or the operating system, changes to user permissions, or privileges or use of any privileged system function, are logged on all systems; (b) Billtrust maintains electronic logs of access to sensitive information that depict the details of the access; (c) Billtrust maintains a security logging and monitoring process which identifies potential security violations in near-real time; and (d) logs shall be regularly (with the period commensurate with risk) reviewed by Billtrust, either manually or using log parsing tools. Billtrust uses automated alerts to detect security events and security alerts are communicated to authorized personnel to appropriately handle alerts.

1.8 System and Data Security: (a) Systems are securely configured according to a security baseline. This baseline includes removing unnecessary services and changing default, vendor-supplied or otherwise weak user accounts and passwords; (b) system components maintain current security patch levels; (c) web servers are hardened according to a secure baseline; (d) web servers are configured to accept requests for only authorized and published directories, and default sites, executable or directory listings are disabled; (e) an inventory of technology used to store or process Customer Data is maintained; (f) Billtrust implements industry standard anti-virus/malware software operating in real time on all servers, laptops and desktops; (g) Billtrust encrypts applicable Customer Data at rest to the extent required by PCI-DSS; (h) Billtrust encrypts Customer Data and sensitive information in transit through networks and/or connections outside of the direct control of Billtrust (including, but not limited to, via the internet, Wi-Fi and mobile phone networks), including support for TLS 1.2, SFTP and HTTPS; (i) Billtrust applies the "Principle of Least Privilege" ("PLP") model, enabling access only to such sensitive non-public information and other rights and privileges relating to Customer as are necessary for Billtrust to perform a legitimate business function; (j) Billtrust will conduct security testing consistent with industry standards for all software developed or customized for Customer and remediates any security flaws identified; (k) Billtrust develops web applications in compliance with Open Web Application Security Project ("OWASP") application security verification standard. Web Applications are reviewed for the presence of the OWASP top ten; (l) Billtrust will remediate security flaws and vulnerabilities identified in application security tests in accordance with Billtrust's vulnerability management processes, and (m) Billtrust utilizes the following application management controls:

(i) Maintains a software development life cycle ("SDLC") process that incorporates security vulnerability and malicious code assessments throughout each stage of the development process.

(ii) Billtrust provides regular training on coding and design in application security.

(iii) Within Billtrust's SDLC, a security vulnerability and malicious code assessment is performed prior to initial application deployment.

(iv) Application development activities do not occur on Billtrust's systems that also perform live production operations.

(v) Application source code is permanently stored on systems dedicated to the storage of source code (such as a source code repository) that includes logs of all updates to code maintained. Permanent storage of source code on laptops, desktops and other mobile computing devices is prohibited.

(vi) Access to the application source code is limited to Billtrust employees in accordance with PLP.

(vii) Application source code is maintained using version control.

(viii) Application documentation is kept up to date, held in accessible form, and protected from loss or damage.

(ix) Information security requirements are integrated with the design and specification documentation for Billtrust's systems.

(x) Billtrust subjects its operating system, software and firmware updates to a security review to screen for vulnerabilities and to verify the source of the items, prior to implementation, and is able to validate that the update is from an approved source.

(xi) Billtrust performs security testing of application open source code, and remediates security flaws prior to production implementation.

2. AUDITS AND SECURITY REVIEWS.

2.1. Payment Card Industry. Billtrust shall conduct at least once annually a Payment Card Industry – Data Security Standard ("PCI-DSS") audit and will comply with VISA's, MasterCard's and any other payment card association's rules and regulations, to the extent such rules and regulations are applicable to Billtrust's business activities, including, but not limited to their respective data security program and disaster recovery requirements; Billtrust agrees to provide data security reports as required by the respective associations, pay to such association any fines and penalties in the event Billtrust fails to comply with such requirements, provide full cooperation and sufficient access to permit such credit card association to conduct a security review of Billtrust's policies and procedures. Upon written request, Billtrust shall promptly furnish to Customer an Attestation of Compliance (AOC).

2.2. Statement on Standards for Attestation Engagements (SSAE-18 or ISO 27001). Billtrust shall conduct at least once annually an (i) SSAE-18 SOC 1 Type II/ISAE 3402 Type II and SOC 2 Type II audit, and/or (ii) an ISO 27001 certification, as applicable to the Customer's Services. Upon written request, Billtrust shall promptly furnish to Customer the respective (a) SSAE-18 SOC reports and/or (b) ISO Statement of Applicability (SoA) on the Customer's Services, in each case provided an applicable and binding non-disclosure agreement has been executed.

2.3. National Automated Clearing House Association (NACHA). Billtrust shall conduct at least once annually an NACHA audit. Upon written request, Billtrust shall promptly furnish to Customer a NACHA certificate, if applicable.

3. PENETRATION TESTING. At least one time each year while any Order Form or SOW is in effect, Billtrust will retain, at its sole cost and expense, an independent third party or qualified internal resource to conduct a penetration test of Billtrust's infrastructure designed to detect any material security weaknesses in such infrastructure. Billtrust will use a reputable third party or qualified internal resource to conduct such testing that is certified by recognized industry standards as being qualified to perform such penetration testing. To the extent any such material weakness is found, Billtrust will take appropriate action, prompt under the circumstances, to remedy such weakness.

4. VIRUSES AND DISABLING CODE. Billtrust will use commercially available virus checking software to scan applicable software or for malicious components (e.g., computer virus, worm, time bomb, or otherwise) that could, in any material way, damage any software, firmware

or hardware of Customer, and remove any such identified components. In the event a virus or similar item is found to have been introduced into Billtrust's System, Billtrust will: (a) use commercially reasonable efforts to reduce or eliminate the effects of the virus or similar item; and (b) if the virus or similar item causes a loss of operational efficiency or loss of data, mitigate and restore.

5. INCIDENT REPORTING/ACTION. Unless otherwise prohibited by applicable Law, Billtrust shall notify Customer of a confirmed security breach with respect to Customer Data as soon as reasonably practicable, but in no event later than seventy-two (72) hours after the breach has been confirmed to involve Customer Data (or within such applicable shorter time period if required by applicable Law). Billtrust shall provide Customer with daily updates with any new details regarding the security breach. A full detailed report about the breach will be provided to Customer as soon as reasonably practicable but in no event later than sixty (60) days after the confirmed breach. If a law enforcement agency determines that the notification required under this Section 5 could impede a criminal investigation or national security activity, then Billtrust may delay such notification.

6. ADDITIONAL MATTERS.

6.1. System Back-up; Data Storage and Disaster Recovery. Billtrust shall perform regular (daily and weekly incremental) backups of the system and Customer Data and provide data recovery and archiving in accordance with Billtrust's disaster recovery plan. Billtrust shall implement and manage the Disaster Recovery Plan.

6.2. Location of Services Delivery. Customer acknowledges that, subject to the provisions of the DPA and applicable Law, all Services hereunder may be provided, at Billtrust's sole discretion, from the United States, Canada, the European Union, the United Kingdom, India, or any other country reasonably determined by Billtrust (regardless of Customer location).

6.3. Production Requests. If Billtrust receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Customer's Personal Data under applicable Law (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes), Billtrust shall notify Customer (except to the extent otherwise required by applicable Law) and shall not disclose the Personal Data to the third party without providing Customer at least forty-eight (48) hours, following such notice, so that Customer may, at its own expense, exercise such rights as it may have under applicable Law to prevent or limit such disclosure. Notwithstanding the foregoing, Billtrust shall exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of the Personal Data and shall cooperate with Customer with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Personal Data.

6.4. Investigations. Upon written notice to Billtrust, Billtrust shall assist and support Customer in the event of an investigation by any regulator, including a data protection regulator, or similar authority, if and to the extent that such investigation relates to information requests related to Personal Data handled by Billtrust on behalf of Customer, subject to Billtrust's reasonable security and confidentiality requirements. Such assistance shall be at Customer's sole expense, except where such investigation was required due to Billtrust's gross negligence.

Exhibit C
SERVICE LEVEL AGREEMENT (“SLA”)

1. Definitions. Certain capitalized terms not otherwise defined in this SLA will have the meanings set forth in the T&Cs. The following capitalized terms will have the definitions set forth below:

(a) **“System Uptime”** means the total amount of time in a calendar month, measured in minutes, during which the core features and functions of the Service are available to Customer.

(b) **“Scheduled Downtime”** means the total amount of time in a calendar month, measured in minutes, during which the core features and functions of the Service are not available to Customer due to planned system maintenance performed by Billtrust, as set forth in the table below. Billtrust will exercise commercially reasonable efforts to perform scheduled system maintenance or releases as set forth in the chart below. Billtrust reserves the right to change the aggregated times set forth in the table below and will provide reasonable prior notice of the modification unless the maintenance is urgently required to avoid downtime.

Purpose of Scheduled Downtime:	When Scheduled Downtime will occur on a regular basis:	Maximum Duration of Scheduled Downtime:	Customer Experience:
Critical and Security updates to the infrastructure (i.e. hardware, databases, and application servers)	Off peak hours	1 hour	System may be unavailable or intermittently available while updates are applied.
Releases (patches or upgrades) to the system	Off peak hours*	2 hours	System may be unavailable or intermittently available while updates are applied.
Major maintenance or releases (patches or upgrades)	Monthly on weekends**	8 hours	System may be unavailable or intermittently available while maintenance is being completed.

* Customer will be notified when the release is scheduled to take place within the maintenance window prior to the maintenance occurring. Release dates and release intervals are dependent upon what updates are being released.

** The 8 hour window can vary depending on work being completed and resources needing to be scheduled. Confirmation of actual maintenance window will be communicated at least 48 hours prior to actual work being completed.

(c) **“Unscheduled Downtime”** means the total amount of time in a calendar month related to incidents during which Customer is not able to access the features and functions of the Service.

(d) **“Total Monthly Time”** means the total amount of time during a calendar month measured in minutes.

(e) **“System Availability”** means, with respect to a calendar month, the ratio obtained by subtracting Unscheduled Downtime during that month from the Total Monthly Time during that month, and thereafter dividing the difference so obtained by the Total Monthly Time during that month.

2. Service Standard

(a) **Web Services.** Web Services includes both Application Programming Interface (API) and Website (if applicable). Billtrust will undertake commercially reasonable measures to ensure that System Availability for any calendar month is no less than 99.5% (the **“Service Standard”**). Unscheduled Downtime occurring as a result of (i) Customer’s breach of any provision of the T&Cs or any applicable Order Form or SOW; (ii) non-compliance by Customer with any provision of this SLA; (iii) incompatibility of Customer’s equipment or software with the Service; (iv) performance of Customer’s systems; or (v) a Force Majeure Event, shall not be considered toward any reduction in System Availability measurements.

(b) **Print, Email and Fax Distribution.** All billing files received from and approved by Customer before 12:00 midnight EST will be processed in its entirety, with all email and faxes ready for delivery, the next Business Day, and all North American print mail delivered to the US Postal Service (USPS) or to Canada Post (CP) ready for delivery the next Business Day. Billing files ready for Saturday delivery (where applicable) must be received by 9:00 pm EST the previous Friday evening. All North American print delivery follows a US holiday schedule and USPS holidays are excluded from Business Days additionally, Canadian print will not be made during CP holidays.

Billtrust will not be held accountable for mailing delays from circumstances out of its controls including but not limited to USPS or CP issues, weather or anything under the definition of Force Majeure.

3. Customer Requirements

(a) **Minimum System.** Customer shall meet all minimum system requirements, which will be communicated to Customer.

(b) **Additional Customer Obligations.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any instructions provided by Billtrust, as may be necessary for provision of access to the features and functions of the Service.

(c) **Non-Performance by Customer.** The obligations of Billtrust set forth in this SLA will be excused to the extent any failures to meet such obligations result in whole or in part from Customer's failure to meet its obligations.

4. Remedies

(a) **Credits Against Fees for Web Services.** Billtrust targets System Availability to be at 99.9%. However, in the event that System Availability is less than 99.5% in a particular calendar month, Billtrust shall provide Customer written notice of any such failure within thirty (30) days of the last day of the month in which such failure occurs, and Customer will be entitled to a credit against its subsequent payment obligations (as set forth in an Order Form) equal to the amount by which 99.5% exceeds the System Availability for such month.

(b) **Email, Fax Services, and Print Services.** For each calendar month during which Billtrust does not meet its guarantees for scheduled delivery of Email and/or Fax Services as set forth in Section 2(b) of this Exhibit C, Billtrust shall issue Customer a credit equal to the product of (i) 1.0%, (ii) the number of Business Days the affected delivery services were delayed; and (iii) the transaction costs incurred by Customer associated with such delayed delivery services. Billtrust shall provide Customer with written notice of any failure to meet its guarantees for scheduled delivery of Email and/or Fax Services within thirty (30) days of the last day of the month in which such failure.

(c) **Exclusive Remedy.** Customer agree that with respect to any Unscheduled Downtime or any failure by Billtrust to meet the Service Standard and Support obligations described in this SLA, the Customer shall first apply the credits specified in this Section 4. Only if remedies provided in this Section 4 do not sufficiently address the damage arising from or related to any Unscheduled Downtime or Billtrust's failure to meet System Availability and/or Billtrust to meet the Service Standard and Support obligations described in this SLA, Customer may pursue other remedies available under this Agreement, including those set forth under the general liability terms. In no event shall Customer be entitled to a refund for unused credits earned under this SLA.

5. Priority Levels and Response Times

Billtrust shall use commercially reasonable efforts to respond to support inquiries as described below based on the priority that such support inquiries have been assigned by Customer and Billtrust.

Priority Level	Description of Severity	Response Guidelines
Priority 1 <i>Severity Level- High</i>	Events of the most critical nature that impact all user functionality and prohibits access to the service. This category may be characterized by i) service unavailability or ii) actual security breaches.	• Primary Hours: < 60 minute response. • Secondary Hours: < 4 hour response. • Follow-up status will be communicated to Customer every two hours. • Billtrust will assign resources and use best efforts in order to resolve the issue or to propose a work around to the issue within 1 Business Day. • Billtrust will work on the issue 24/7 until a resolution is determined.
Priority 2 <i>Severity Level- Moderate</i>	Event that creates a loss of one or more services functionality or affects a significant number of end users (i.e. >30%).	• Primary Hours: < 4 hour response • Billtrust will assign resources and use best efforts in order to resolve the issue or to propose a work around to the issue within 2 Business Days. • Billtrust will work on the issue during business hours only until a resolution is determined.

Priority 3 <i>Severity Level-Low</i>	All other issues inclusive of general questions, production issues, web remit, and change requests.	• Primary Hours: < 8 hour response • Initial review occurs by Customer Support and research follow through continues daily during business hours, commensurate with determined issue type. • Customer to receive updates according to analyst progress within service ticket, email, or via phone.
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6. Customer Support.

- (a) **Support Hours.** Billtrust provides Customer Support at the levels specified below. The working day for the Billtrust support team is 8am to 8pm, ET, excluding standard US holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day) ("Primary Hours"). During all other hours ("Secondary Hours"), Billtrust will provide Priority 1 Customer Support, as defined below.

Time Period (Eastern Standard Time)	Description	Customer Support
8:00am – 8:00pm Monday – Friday	Primary Hours	All Priorities
8:00pm – 8:00am Monday – Friday 8:00pm Friday – 8:00am Monday	Secondary Hours	Priority 1 Only

- (b) **Access to Support.** Customer may access Customer Support by submitting a support request. Contact details will be shared after implementation of the Services.

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Exhibit D
SERVICE SPECIFIC TERMS

If Customer purchases any of the following Services as set forth in any Order Form, the following Service Specific Terms, as applicable, shall be incorporated into and made a part of the T&Cs as if fully set forth therein.

1. Invoicing Services.

1.1 Print Services. Billtrust shall be entitled to an immediate adjustment to the unit price for the Service in an amount equal to any increase in the cost of print materials required to deliver the Service. For Print Services provided within the US and Canada, all scheduled mailings, when billing files are delivered electronically to Billtrust and approved by Customer (if applicable) by 11:59 p.m. Eastern Time Sunday to Thursday and by 11:00 p.m. Eastern Time on Fridays, will be processed and delivered to the post office, web, email or fax the next day, Monday through Saturday (except postal holidays). Delivery to the post office on Saturdays is subject to regional post office availability. Billtrust will provide Customer with an emailed report on the same day that delivery has been performed, detailing the number of bills sent by each delivery method.

1.2 AP Portal Delivery. Billtrust shall process AP Portal Delivery invoices within two (2) Business Days, with the exception of US and Canadian bank holidays. For the avoidance of doubt, this means that a billing file received (or a billing job approved if Customer has activated that feature) on Friday at 4:00 pm Eastern Time will be processed by Tuesday at 4:00 pm Eastern Time, assuming neither Friday, Monday nor Tuesday is a US or Canadian bank holiday in this example. In addition, if more than thirty-five percent (35%) of Customer's AP Delivery Invoices for a month are provided to Billtrust on a single day of that month and the number of invoices sent to Billtrust by Customer on that day exceed 250, then the processing time for that day's invoices will be extended by two (2) Business Days.

2. Payment Services.

2.1 If Customer purchases and receives Automated Clearing House (ACH) and/or card payment processing services (other than gateway processing services) (such ACH and card payment processing services, collectively, "**Payment Services**") from Billtrust, then Customer acknowledges and agrees it shall be bound by the terms and conditions set forth in the Payment Services Schedule (www.billtrust.com/payment-services-schedule/), which shall be incorporated into and made a part of the T&Cs as if fully set forth therein. Payment Services as referred to in this Section 2 are not available to customers in Europe.

2.2 If Billtrust is processing payments as part of the Services under any Order Form, Customer expressly authorizes Billtrust and its Affiliates to act as the Customer's limited payment collection agent for the limited purposes of transmitting payment files, and receiving, holding and/or disbursing payments on the Customer's behalf. Customer agrees that it will treat any payments received by Billtrust or its Affiliate as Customer's agent as being received by Customer. The applicable Buyer's obligation to Customer will be satisfied upon the receipt of payment from Buyer by Billtrust or its Affiliate, and Customer will have no claim for payment against such Buyer even if Billtrust or its Affiliate fails to remit the payment to Customer. In such event, any recourse of Customer shall be solely against Billtrust or its Affiliates.

3. Cash Application Services. Customer will ensure that: (a) Customer Data is in the proper format as specified by the applicable Billtrust documentation; and (b) its personnel are familiar with the use and operation of the Service. Customer will enter the Customer Data and configure the Service and its internal processes as needed to operate the Service within Customer's computing environment, consistent with Billtrust's published specifications.

4. Digital Lockbox Services.

4.1 Processing Schedule for Digital Lockbox Services. Billtrust shall process Digital Lockbox transactions within two (2) Business Days, with the exception of US and Canadian bank holidays. For purposes of this Section 4.1, one (1) Business Day is defined as a twenty-four (24) hour period of time between two (2) Business Days. For the avoidance of doubt, this means that a payment received on Friday at 4:00 pm Eastern Time will be processed by Tuesday at 4:00 pm Eastern Time, assuming neither Friday, Monday nor Tuesday is a US or Canadian bank holiday in this example. Automated processing may take place after-hours and during weekends and holidays, however transactions are not guaranteed to settle to Customer's bank or post to Customer's enterprise resource management outside of business hours.

4.2 Digital Lockbox Storage Schedule. Customer's data and email images for each credit card and/or ACH payment are accessible online via the Digital Lockbox portal for eighteen (18) months from the date Billtrust receives the email payment.

4.3 Digital Lockbox Service Modification. Should Customer terminate the merchant processing component of the Digital Lockbox service at any time, Billtrust can and will adjust subscription fees to match fees otherwise collected from the processing of virtual credit card transactions.

5. Billtrust Collections Services. Customer acknowledges and agrees that Collections Third-Party Sites are not under Billtrust's or its Affiliates' control and neither Billtrust nor its Affiliates are liable for incorrect or incomplete data originating from any Collections Third Party Sites. Any such Collections Third Party Sites are provided to Customer only as a convenience, and the availability of any Collections Third-Party Site does not mean Billtrust or its Affiliates endorse, support or warrant the Collections Third-Party Site. For purposes of this Section 5, "Collections Third-Party Site(s)" means third party websites that are linked from within the Billtrust Collections Services or applicable Billtrust websites.

6. Credit Application Services.

6.1 Credit Application Service Restrictions. Customer and its Authorized Users agree not to use (a) the Credit Application Services as a factor in establishing an individual's eligibility for credit or insurance to be used for personal, family or household purposes, or for employment, or to engage in unfair or deceptive practices, or for direct marketing purposes, (b) provide a copy of a credit report or other information obtained from the Credit Application Services to a credit

applicant/debtor, and (c) Customer and its Authorized Users will refer any related inquiries to Billtrust in case of any dispute about the information.

6.2 Third-Party Integrations within Credit Application Services. Billtrust shall not be responsible for the accuracy of any data provided by a third party in the credit report provided as part of the Credit Application Services. Billtrust shall not be responsible for any interruptions, delays, or other issues relating to any third-party services affecting the Customer experience with the Credit Application Services.

7. **eCommerce Services.**

7.1 If the Services include one or more eCommerce websites developed, integrated and/or hosted by Billtrust and/or its applicable service providers ("**Website**"), Customer represents and warrants that it shall be solely responsible for (a) any and all liabilities, failures or matters relating to any Customer content, including but not limited to Website content, product images, and descriptions provided by Customer; and (b) any and all product(s), goods, or services sold or delivered by Customer through the Website(s) ("**Customer Website Obligations**").

7.2 Billtrust shall not be responsible for any interruptions, delays, or other issues relating to any third party services affecting the buyer's experience on its Website. Such third party services may include but are not limited to, issues affecting payment processors, domain providers, shipping / delivery services, or others.

7.3 The Customer acknowledges that the Billtrust is the owner of the Website(s), and that the Customer is purchasing a service to use a template-based website that will remain the sole and exclusive property of Billtrust after all applicable Order Forms and SOWs have expired or terminated. Notwithstanding the foregoing, nothing herein shall preclude Billtrust from asserting any rights to which it is entitled to assert under Law or in equity.

7.4 Customer agrees to defend, indemnify and hold harmless Billtrust and its Affiliates from any and all third-party claims, liabilities, and expenses (including but not limited to attorneys' fees, costs and expenses), as a result of any liability related to any Customer Website Obligations.

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