BILLTRUST DATA PROCESSING ADDENDUM

Controller (Business) to Processor (Service Provider)

This Billtrust Data Processing Addendum (this "**Addendum**"), including its three exhibits, is entered into by and between Factor Systems, Inc. d/b/a Billtrust a corporation incorporated under the laws of the State of Delaware, and its relevant affiliates ("**Billtrust**") and _____ a _____ incorporated under the laws of _____ (the "**Customer**") (each, a "**Party**" and, collectively, the "**Parties**"). This Addendum will become effective when the last Party signs it, as indicated by the date below that Party's signature (the "**Effective Date**").

The Parties originally entered into the Billtrust Subscription Agreement (the "**Agreement**") on _____. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended or supplemented by, and including, this Addendum.

RECITALS

WHEREAS, the Parties entered into the Agreement and have retained the power to alter, amend, revoke, or terminate the Agreement as provided in the Agreement;

WHEREAS, the Parties now wish to amend the Agreement to ensure that Personal Data (as defined below) transferred between the Parties is Processed in compliance with applicable data protection principles and legal requirements.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Addendum, the Parties agree as follows:

1. **Definitions**

   1.1. Capitalized definitions not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified or supplemented below, the definitions of the Agreement shall remain in full force and effect.

   1.2. For the purpose of interpreting this Addendum, the following terms shall have the meanings set out below:

      (a) "**Applicable Laws**" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including laws of the European Union (or any member state thereof) and the laws of any other country, province, or state to which the Processing of the Personal Data is subject;

(b) "**Customer**" means the party that has entered into this Addendum with Billtrust as indicated in the opening paragraph of this Addendum;

(c) "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

(d) "**Contracted Processor**" means any third party appointed by or on behalf of Billtrust to Process Personal Data on behalf of Customer in connection with the Agreement;

(e) "**GDPR**" or "**General Data Protection Regulation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 "on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC," as may be amended from time to time;

(f) "**Master Services Agreement**" means the Credit2B Master Services Agreement;

(g) "**Personal Data**" means any information relating to an identified or identifiable* natural person (a "**Data Subject**") pertaining to the Customer (and the Data Subjects, respectively) Processed by Billtrust on behalf of the Customer pursuant to or in connection with the Agreement

> *an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

(h) "**Personal Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data which Billtrust Processes on behalf of the Customer in connection with the Agreement;

(i) "**Personal Data Recipient**" means Billtrust, a Contracted Processor, or both collectively;

(j) "**Processor**" means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Controller;

(k) "**Processing**" (or any cognate terms) means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

(l) "**Services**" means the services and other activities carried out by or on behalf of Billtrust for the Customer pursuant to the Agreement.

2. Applicability

2.1. This Addendum will apply to the Processing of all Personal Data, regardless of country of origin, place of Processing, location of Data Subjects, or any other factor.

2.2. In the context of the relationship between the parties, this Addendum will only apply where Billtrust acts as a Processor or Service Provider (as set out in the Service Agreement). This Addendum will not apply where Billtrust acts as a Data Controller or business (as set out in the Service Agreement) and in the context of the Credit2B Subscription Services and any non-subscription services (as set out in the Master Services Agreement).

3. Processing and Disclosing of Personal Data

3.1. In the context of this Addendum and its exhibits, with regard to the Processing of Personal Data:

(a) when Customer acts as a Controller, Billtrust acts as a Processor; and

(b) when Customer acts as a Processor, Billtrust acts as a Sub-Processor.

For the avoidance of doubt, both situations fall within the scope of and are covered by this Addendum.

3.2. Billtrust shall:

(a) comply with all Applicable Laws in the Processing of Personal Data;

(b) not Process Personal Data other than on Customer's relevant documented instructions (including with regard to international transfers of Personal Data), unless such Processing is required by Applicable Laws to which the relevant Personal Data Recipient is subject, in which case Billtrust shall to the extent permitted by Applicable Laws, inform Customer of that legal requirement before the respective act of Processing of that Personal Data;

(c) only conduct transfers of Personal Data in compliance with all applicable conditions, as laid down in Applicable Laws;

(d) not retain, delete, or otherwise Process Personal Data contrary to or in the absence of the direct instructions of the Customer, provided, however, that the Customer expressly and irrevocably authorizes such retention, deletion or other Processing if and to the extent required or allowed by Applicable Laws; and

(e) immediately inform the Customer in the event that, in Billtrust's opinion, a Processing instruction given by the Customer may infringe Applicable Laws.

3.3. The Customer shall provide all information which is applicable to the Customer, as provided in **Exhibit A**, attached hereto and incorporated by reference, and keep all such information complete and up to date.

3.4. The Customer instructs Billtrust (and authorizes Billtrust to instruct each Contracted Processor) to Process Personal Data, and in particular, transfer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement and this Addendum.

3.5. The Customer represents and warrants that it has all necessary rights to provide the Personal Data to Billtrust for the purpose of Processing such data within the scope of this Addendum and the Agreement. Within the scope of the Agreement and in its use of the Services, the Customer shall be solely responsible for complying with the statutory requirements relating to data protection and privacy, in particular regarding the disclosure and transfer of Personal Data to Billtrust and the Processing of Personal Data.

4. **Billtrust Personnel**

4.1. Billtrust shall take reasonable steps to ensure the reliability of any of its employees, agents, or contractors who may have access to Personal Data.

4.2. Billtrust shall ensure that access to Personal Data is strictly limited to those individuals who need to know or access it, as strictly necessary to fulfill the documented Processing instructions given to Billtrust by the Customer or to comply with Applicable Laws.

4.3. Billtrust shall ensure that all such individuals are subject to formal confidentiality undertakings, professional obligations of confidentiality, or statutory obligations of confidentiality.

5. **Security of Processing**

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, Billtrust shall, with regard to Personal Data, implement and maintain appropriate technical and organizational security measures to ensure a level of security appropriate to that risk, as well as assist the Customer with regard to ensuring compliance with the Customer's obligations pursuant to the Applicable Laws.

5.2. In assessing the appropriate level of security, Billtrust shall take account, in particular, of the risks that are presented by the nature of such Processing activities, and particularly those related to possible Personal Data Breaches.

5.3. The Customer is responsible for reviewing the information made available by Billtrust relating to data security and making an independent determination as to whether the Services meet the Customer's requirements and legal obligations under Applicable Laws. The Customer acknowledges that the security measures are subject to technical progress and development and that Billtrust may update or modify the security measures from

time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

5.4. Notwithstanding the above, the Customer agrees that, except as provided by this Addendum, the Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of the Personal Data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or backup any Personal Data uploaded to the Services.

6. Subprocessing

6.1. The Customer authorizes Billtrust to appoint (and permit each Contracted Processor appointed in accordance with this Section 6 to appoint) Contracted Processors in accordance with this Section 6 and any possible further restrictions, as set out in the Agreement, as the case may be.

6.2. Billtrust may continue to use those Contracted Processors already engaged by Billtrust as of the date of this Addendum, subject to Billtrust meeting the obligations set out in Section 6.4. The list of Billtrust's Contracted Processors as of the Effective Date is available at *https://www.billtrust.com/sub-processors/.*

6.3. Billtrust shall provide Customer prior written notice of the appointment of any new Contracted Processor by updating the list of Billtrust Contracted Processors. If, within 14 days of posting of each such notice, the Customer notifies Billtrust in writing of any reasonable objections to the proposed appointment, Billtrust shall not appoint or disclose any Personal Data to that proposed Contracted Processor until reasonable steps have been taken to address the objections raised by the Customer and, in turn, the Customer has been provided with a reasonable written explanation of the steps taken to account for any such objections. If the Customer, nevertheless, objects to the proposed appointment, it shall be entitled to terminate the Service Agreement as a remedy.

6.4. With respect to each Contracted Processor, Billtrust shall:

(a) carry out adequate due diligence to ensure that the Contracted Processor is capable of providing the level of protection and security for Personal Data required by this Addendum, the Agreement, and Applicable Laws before the Contracted Processor first Processes Personal Data or, where applicable, in accordance with Section 6.2; and

(b) ensure that the arrangement between Billtrust and the prospective Contracted Processor is governed by a written contract that includes terms which offer at least the same level of protection for Personal Data as those set out in this Addendum, and that such terms meet the requirements of Applicable Laws.

7. Rights of the Data Subjects

7.1. Taking into account the nature of the Processing, Billtrust shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, as reasonably understood by

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the Customer, to respond to requests to exercise rights of the Data Subjects under Applicable Laws.

7.2. With regard to the rights of the Data Subjects within the scope of this Section 7, Billtrust shall:

(a) promptly notify Customer if any Personal Data Recipient receives a request from a Data Subject under any Applicable Law with respect to Personal Data;

(b) ensure that the Personal Data Recipient does not respond to that request, except on the documented instructions of Customer, or as required by Applicable Laws to which the Personal Data Recipient is subject, in which case Billtrust shall, to the extent permitted by Applicable Laws, inform Customer of that legal requirement before the Personal Data Recipient responds to the request.

8. Personal Data Breach

8.1. Billtrust shall notify the Customer without undue delay upon Billtrust becoming aware of a Personal Data Breach affecting Personal Data under Billtrust's direct control or upon Billtrust being notified of a Personal Data Breach affecting Personal Data under the direct control of a Contracted Processor, providing the Customer with sufficient information to allow the Customer to meet any applicable obligations pursuant to the Applicable Laws, such as to report to the supervisory authorities or any other competent authorities, or inform the Data Subjects of the Personal Data Breach.

8.2. Billtrust shall co-operate with Customer and take all reasonable commercial steps to assist Customer in the investigation, mitigation, and remediation of each such Personal Data Breach.

8.3. Billtrust's notification of or response to a Personal Data Breach under this Section 8 will not be construed as an acknowledgement by Billtrust of any fault or liability with respect to the Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

9.1. Billtrust shall provide Customer with relevant information and documentation, such as, if available, an audit report (upon a written request and subject to obligations of confidentiality), with regard to any data protection impact assessments, and prior consultations with supervisory authorities when the Customer reasonably considers that such data protection impact assessments or prior consultations are required pursuant to Applicable Laws but in each such case solely with regard to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, the respective Personal Data Recipient.

10. Deletion or Return of Personal Data

10.1. Billtrust shall provide the Customer with the technical means, consistent with the way the Services are provided, to request the deletion of Personal Data upon the request of the Customer unless Applicable Laws require storage of any such Personal Data.

10.2. Billtrust shall promptly, following the date of cessation of Services involving the Processing of Personal Data, at the choice of the Customer delete or return all Personal Data to the Customer as well as delete existing copies, unless Applicable Laws require storage of any such Personal Data.

11. Audit Rights

11.1. Where the Customer is entitled to and desires to review Billtrust's compliance with the Applicable Laws, the Customer may request, and Billtrust will provide (subject to obligations of confidentiality) relevant documentation, or any relevant audit report Billtrust might have been issued. If the Customer, after having reviewed such audit report(s), still reasonably deems that it requires additional information, Billtrust shall further reasonably assist and make available to the Customer, upon a written request and subject to obligations of confidentiality, all other information (excluding legal advice) and/or documentation necessary to demonstrate compliance with this Addendum, and the obligations pursuant to the Applicable Laws (Articles 32 to 36 of the GDPR in particular), and shall allow for and contribute to audits, including remote inspections of the Services, by the Customer or an auditor mandated by the Customer with regard to the Processing of the Personal Data by Billtrust. Billtrust shall provide the assistance described in this Section 11, insofar as in Billtrust reasonable opinion such audits, and the specific requests of the Customer, do not interfere with Billtrust's business operations or cause Billtrust to breach any legal or contractual obligation to which it is subject.

11.2. The Customer agrees to pay Billtrust, upon receipt of invoice, a reasonable fee based on the time spent, as well as to account for the materials expended, in relation to the Customer exercising its rights under this Section 11 or the Standard Contractual Clauses, as set out in **Exhibit B**.

12. Jurisdiction Specific Terms

12.1. To the extent Billtrust processes Personal Data originating from, or protected by, Applicable Laws in one of the jurisdictions listed in **Exhibit B**, then the terms and definitions specified in **Exhibit B** with respect to the applicable jurisdiction(s) ("Jurisdiction Specific Terms") shall apply in addition to the terms of this Addendum.

12.2. Billtrust may update **Exhibit B** from time to time, to reflect changes in or additions to Applicable Laws to which Billtrust is subject. If Billtrust updates **Exhibit B**, it will provide the updated **Exhibit B** to the Customer. If the Customer does not object to the updated **Exhibit B** within 14 days of receipt, the Customer will be deemed to have consented to the updated **Exhibit B**.

12.3. In case of any conflict or ambiguity between the Jurisdiction Specific Terms and any other terms of this Addendum, the applicable Jurisdiction Specific Terms will take precedence.

13. No Selling of Personal Data

13.1. Billtrust acknowledges and confirms that in the context of this Addendum, Billtrust does not receive any Personal Data as consideration for any services or other items that Billtrust provides to the Customer. The Customer retains all rights and interests in Personal Data. The Customer agrees to refrain from taking any action that would cause any transfers of Personal Data to or from Billtrust to qualify as selling Personal Data under Applicable Laws.

14. Indemnification.

14.1. The Customer agrees to indemnify and hold harmless Billtrust and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind which Billtrust may sustain as a consequence of the breach by the Customer of its obligations pursuant to the Applicable Laws, where this Addendum is not in full force and effect.

15. General Terms

15.1. This Addendum supersedes and replaces all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written, with regard to the subject matter of this Addendum, including any prior data processing addenda entered into between the Billtrust and the Customer.

15.2. All clauses of the Agreement that are not explicitly amended or supplemented by the clauses of this Addendum remain in full force and effect and shall apply, as long as this does not contradict with compulsory requirements of Applicable Laws under this Addendum.

15.3. In the event of any conflict between the Agreement (including any annexes and appendices thereto) and this Addendum, the provisions of this Addendum shall control, except as where the applicable Jurisdiction Specific Terms will apply and take precedence as discussed in Section 12.3 above.

15.4. Should any provision of this Addendum be found legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Addendum will continue in effect.

15.5. If Billtrust makes a determination that it can no longer meet any of its obligations in accordance with this Addendum, it shall promptly notify the Customer of that

determination, and cease the Processing or take other reasonable and appropriate steps to remediate.

15.6. If you are accepting the terms of this Addendum on behalf of an entity, you represent and warrant to Billtrust that you have the authority to bind that entity and its affiliates, where applicable, to the terms and conditions of this Addendum.

16. Data Protection Officer.

16.1. The Data Protection Officer of Billtrust is:

VeraSafe
22 Essex Way #8203 Essex, VT 05451 USA
+1 (617) 398-7067
Email: experts@verasafe.com

Web: https://www.verasafe.com/about-verasafe/contact-us/

17. EU Representative.

17.1. The European Union Representative of Billtrust pursuant to Article 27 of the GDPR is:

VeraSafe Czech Republic s.r.o.
Klimentská 46
Prague 1, 11002
Czech Republic

VeraSafe Ireland Ltd
Unit 3D North Point House,
North Point Business Park,
New Mallow Road, Cork T23AT2P, Ireland

Contact form: https://www.verasafe.com/privacy-services/contact-article-27-representative/

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[SIGNATURE PAGE TO THE BILLTRUST DATA PROCESSING ADDENDUM FOLLOWS]

Each Party is signing this Addendum on the date stated below that Party's signature.

Factor Systems, Inc. d/b/a Billtrust

_____
Signature

_____
Name

_____
Title

_____
Date

_____
Signature

_____
Name

_____
Title

_____
Date

[SIGNATURE PAGE TO THE BILLTRUST DATA PROCESSING ADDENDUM]

Exhibit A

1. Further details of the Processing, in addition to the ones laid down in the Agreement and this Addendum, include:

   1.1. The subject matter of the Processing of Personal Data is:

   (a) The subject matter of the Processing of Personal Data pertains to the provision of Services, as requested by the Customer.

   1.2. The duration of the Processing of Personal Data is:

   (a) The duration of the Processing of Personal Data is generally determined by the Customer and is further subject to the terms of this Addendum and the Agreement, respectively, in the context of the contractual relationship between Billtrust and the Customer.

   1.3. The nature and purpose of the Processing of Personal Data is:

   (a) The purpose of Processing of Personal Data pertains to the provision of providing, on behalf of our customers, as a data processor, specified products and services implementation under the Agreement.

   1.4. The categories of Personal Data to be Processed are:

   (a) identifiers, special categories of personal data, and commercial information.

   1.5. The categories of Data Subjects to whom the Personal Data relates are:

   (a)

   1.6. Description of the technical and organisational security measures implemented by Billtrust:

   (a) Refer to Exhibit A in the Billtrust Subscription Agreement for our Security requirements.

   1.7. The identity and contact information of the Data Protection Officer of Customer (if applicable) is:

   (a)

   1.8. The identity and contact information of the EU representative of Customer (if applicable) is:

   (a)

Exhibit B

Jurisdiction Specific Terms

1. **Transfers of EU Personal Data**

   1.1. "**Restricted Transfer of EU Personal Data**" (as used in this Section) means any transfer of Personal Data (including data storage in foreign servers) that would be prohibited by the GDPR in the absence of the execution of the Standard Contractual Clauses (as defined below) or another lawful data transfer mechanism;

   1.2. "**Standard Contractual Clauses**" (as used in this Section) means the contractual clauses adopted by Decision of the European Commission (Commission Decision C(2010)593) for the purpose of adducing adequate protection of Personal Data transferred from a Controller to a Processor established in a third country, where the legislation in such third country has not been deemed to provide an adequate level of data protection.

   1.3. With regard to any Restricted Transfer of EU Personal Data from the Customer to Billtrust within the scope of this Addendum, one of the following transfer mechanisms shall apply, in the following order of precedence:

      (a) Billtrust's EU-US Privacy Shield Framework certification;

      (b) the Standard Contractual Clauses (insofar as their use constitutes an "appropriate safeguard" under Article 46 of the GDPR); or

      (c) any other lawful basis, as laid down in the GDPR, as the case may be.

   1.4. This Addendum hereby incorporates by reference the Standard Contractual Clauses (updated from time to time to reflect the latest version promulgated by the European Commission) for the Customer (as "data exporter") to Billtrust Contractual Clauses would reflect the information as contained **Exhibit A** to this Addendum. The Parties are deemed to have accepted, executed, and signed the Standard Contractual Clauses where necessary, in their entirety (including the Appendices thereto, and including the "Illustrative Indemnification Clause" as an operative clause).

   1.5. In cases where the Standard Contractual Clauses apply, and there is a conflict between the terms of the Addendum and the terms of the Standard Contractual Clauses, the terms of the Standard Contractual Clauses shall control.

2. **California**

2.1. "**Applicable Laws**" (as used in the Addendum) includes the California Consumer Privacy Act of 2018, Assembly Bill 375 of the California House of Representatives, an act to add Title 1.81.5 (commencing with Section 1798.100) to Part 4 of Division 3 of the Civil Code, relating to privacy and approved by the California Governor on June 28, 2018 ("**CCPA**") as may be amended from time to time.

2.2. "**Business Purpose**" (as used in this Section) shall have the same meaning as in the CCPA;

2.3. "**Commercial Purpose**" (as used in this Section) shall have the same meaning as in the CCPA;

2.4. "**Controller**" (as used in the Addendum) includes "**Business**" as defined under the CCPA.

2.5. "**Data Subject**" (as used in the Addendum) includes "**Consumer**" as defined under the CCPA.

2.6. "**Personal Data**" (as used in the Addendum) includes "**Personal Information**" as defined under the CCPA.

2.7. "**Personal Data Breach**" (as used in the Addendum) includes "**Breach of the Security of the System**" as defined under the CCPA.

2.8. "**Processor**" (as used in the Addendum) includes "**Service Provider**" as defined under the CCPA.

2.9. The Customer discloses Personal Data to Billtrust solely for: (i) valid Business Purposes; and (ii) to enable Billtrust to perform the Services under the Agreement.

2.10. Billtrust shall not: (i) sell Personal Data; (ii) retain, use or disclose Personal Data for a Commercial Purpose other than providing the Services specified in the Agreement or as otherwise permitted by the CCPA; nor (iii) retain, use, or disclose Personal Data except where permitted under the Agreement between the Customer and Billtrust. Billtrust certifies that it understands these restrictions and will comply with them.

3. **United Kingdom**

3.1. "**Applicable Laws**" (as used in the Addendum) includes the Data Protection Act 2018.