

AMERICAN EXPRESS PAYMENT SERVICES CLIENT AGREEMENT

This American Express Payment Services Client Agreement (together with all updates, supplements and additional terms, this “Agreement”) is a legal contract between you, the commercial entity along with the authorized user of the commercial entity, as applicable, applying for American Express Payment Services (“Company”, “you” and “your”) and American Express Travel Related Services Company, Inc. (together with its parent, affiliates, and subsidiary companies, “American Express”, “we”, “us” and “our”).

It is important that you read and understand this Agreement as it governs your application for and use of the American Express Payment Services and the Portal, which are described below. This Agreement contains a binding arbitration provision which affects your legal rights and may be enforced by us. We reserve the right to modify or amend this Agreement from time to time. Your continued use of the Portal and any affiliated sites, or your use of the Services following the posting of changes to the terms of this Agreement on the Portal will mean you accept those changes.

BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE, YOU ARE SUBMITTING AN APPLICATION TO USE THE PORTAL AND THE SERVICES TO AMERICAN EXPRESS, AND CONFIRM THAT THE STATEMENTS AND REPRESENTATIONS IN THIS AGREEMENT ARE ACCURATE, THAT YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT THE INDIVIDUAL WHO CLICKS THE BUTTON ON YOUR BEHALF IS A DULY AUTHORIZED OFFICER OF THE COMPANY WITH THE REQUISITE AUTHORITY TO BIND THE COMPANY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CLICK THE BUTTON INDICATING YOUR NON-ACCEPTANCE. YOU WILL NOT BE PERMITTED TO USE THE PORTAL OR ANY AMERICAN EXPRESS PAYMENT SERVICE UNLESS YOU CLICK THE BUTTON INDICATING ACCEPTANCE.

This Agreement contains 27 sections. Section 27 contains a consent and authorization provision regarding the use by American Express of information provided by you pursuant to this Agreement. Please read Section 27 in its entirety.

The headings below are for reference purpose only and do not limit the scope of each section.

1. INTRODUCTION

By entering into this Agreement, accessing the Portal and/or using the Services, you are applying for, and (subject to approval by American Express, which may be withheld or denied for any reason in our sole discretion), enrolling as a user of certain payment services that American Express may offer from time to time. You may access such services through the portal powered by a third party (the “Portal”). The services available through the Portal are listed below under

Section 27 with the heading “American Express Payment Services” (collectively, the “Services”).

2. AUTHORIZATION TO ACCESS AND USE THE PORTAL

You represent that the Company is business entity organized under the laws of a jurisdiction within the United States and whose principal place of business is located within the United States. You further represent that you are duly authorized to do business in the United States and any employees or agents accessing or using the Portal and the Services on your behalf are duly authorized to access or use the Portal and the Services and to legally bind you to this Agreement and all transactions conducted in your name.

You represent that you have authorized certain individuals to use the Services and to access and use the Portal as a user with the requisite level of permissions as appropriate for each individual’s role (each such individual, a “User”) for the sole purpose of facilitating payments to authorized recipients for business purposes only (the “Permitted Purpose”). You will be responsible for all Users and ensure that all Users comply with the terms and conditions of this Agreement. You represent that each User is eighteen (18) years old or older.

You absolve and release American Express from any liability to you or any third party related to any instructions executed by us that come from you or any User of yours, whether due to fraud, corruption or loss of information received by American Express, or for any other reason. You represent that the name, address and taxpayer identification number that you have provided to us are true and correct. For Corporate Cards under the setup of Full Corporate Liability or similar structure under Company’s Commercial Services Account Agreement with American Express Travel Related Services Company, Inc. (“Commercial Card Agreement”) Company agrees to full liability for all payments processed by American Express and accept all Charges, if any, on any account utilized on the Portal. For Corporate Cards issued under the set up Combined Liability under the Company’s Commercial Card Agreement you agree that you shall have joint and several liability with the Company and your employee for all payments processed by American Express and accept all Charges, if any, on any account utilized in the Portal, in accordance with the terms of Company’s Commercial Card Agreement. For OPEN cards, you agree to full liability for all payments processed by American Express of any account utilized on the Portal in accordance with the terms of your card agreement.

3. LICENSE RIGHTS AND TERMS

Subject to your compliance with this Agreement, American Express grants you and each of your Users a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to access and use the Services in the United States solely for the Permitted Purpose. Additional license rights and limitations may be included for certain Services in the “Service-Specific Terms” described below under Section 27.

American Express will retain all rights in and to the Services, including, but not limited to, all patents, trademarks, service marks, copyrights, trade secrets, database rights and other intellectual property and proprietary rights. There are no implied licenses under this Agreement

and any rights not expressly granted to you under this Agreement are reserved by American Express.

Except as expressly permitted through the normal use of the Services and the Portal for the Permitted Purpose, neither you nor the Users will, directly or indirectly, do or attempt to do any of the following: (i) download any portion of the Services or Portal; (ii) remove any copyright or other proprietary legends from the Services or Portal or any materials generated from the use of the Portal, including, but not limited to, copyright or trademark notices; (iii) sub-license, lease, rent, assign or transfer use of the Services or Portal, or act as a service bureau using the Portal or any Service or distribute the Services, Portal or any information, software, products or services obtained from the Services or Portal, to any third party; (iv) alter, modify, copy, enhance, adapt any portion of the Services or Portal or any documentation contained in or on the Services or Portal; (v) attempt to reverse engineer, convert, translate, decompile, disassemble or merge any portion of the Services or Portal with any other website, software or materials or otherwise attempt to obtain the source code to the Service or Portal; (vi) create or attempt to create any derivative works based upon the Services or Portal; (vii) use the Portal or any Service for any purpose that is unlawful or prohibited by this Agreement; (viii) attempt to obtain any materials or information through any means not intentionally made available by us through the Services or Portal; (ix) attempt to gain unauthorized access to the Services, Portal, any Password or User ID (see below for definitions), or computer systems or networks connected to any American Express server or to the Portal, through hacking, password mining or any other means, or submit, upload or distribute through the Services or Portal any computer code or other technology specifically designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Services or Portal, or any other software, firmware, hardware, computer system or network (sometimes referred to as “malware,” “viruses” or “worms”). Notwithstanding the foregoing, you may, subject to any limitations or restrictions that we may impose upon you, download and use Enterprise JAVA Technology Applets specifically designed by or on behalf of, or otherwise authorized by, American Express for use with the Portal.

You and each User will only use the Portal with content and data for which you have all necessary rights and in accordance with this Agreement. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you but such termination does not affect your obligations under this Agreement.

4. LIMITATION AND TERMINATION OF LICENSED RIGHTS; FEES

You are solely responsible for directly notifying us of any termination of your or a User’s right to use the Portal and/or any Service. You will immediately terminate a User’s right to use the Portal and the Services if the relevant individual’s employment with you has been terminated, the individual no longer meets the requirements for being a User, or the individual is no longer duly authorized to access or use the Services or the Portal. Upon receipt of notice, if properly given, American Express will have a reasonable period of time to implement such change to the User’s access the Services. American Express may terminate or further limit your or any of your Users’ right to use any Service within our sole discretion, including, without limitation, if you or

a User violates any term or condition of this Agreement, or if you or a User uses any Service other than for the Permitted Purpose.

Upon the termination of your or a User's right to use the Portal and/or one or more Services, you and/or your User, as the case may be, will immediately cease use of the Portal and such Service(s), as applicable, and you will, as directed by American Express, destroy or return to American Express any documentation and confidential information in your possession or control owned by American Express related to the applicable Service(s). This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials, including but not limited to emails and email attachments.

We may terminate any or all of the Services at any time in our sole discretion. The license granted in this Agreement will terminate with respect to each Service selected by you upon termination of such Service. Upon termination of any Service, or any portion thereof, you will immediately cease and require that all Users cease using that Service and, to the extent applicable, promptly pay any applicable fees accrued but unpaid as of the expiration or termination date.

You acknowledge that fees and other costs may apply with respect to the Services, which shall be set forth in greater detail in Section 27, and you agree to pay all such fees to American Express.

5. REGISTRATION AND SECURITY

Each User will be assigned a unique user ID (each, a "User ID") and password (each, a "Password") to allow such User to access the Services. You are entirely responsible for maintaining the confidentiality, adequate security and control of any Passwords, User IDs, personal identification numbers (PINs) or any other codes that you or the Users use to access the Services. Furthermore, you are entirely responsible for any and all activities that occur under each User ID and Password. **YOU ACKNOWLEDGE AND AGREE THAT AMERICAN EXPRESS WILL ACT ON ANY INSTRUCTIONS RECEIVED BY US FROM THE USERS ASSOCIATED WITH THE AFOREMENTIONED USER IDS AND PASSWORDS.** We will not be liable for any loss or damage that you may incur as a result of anyone using the Password or User IDs, either with or without your knowledge. We will be entitled to rely on the genuineness and authority of all instructions received by us from a User or through access by any person to the Services using a matching User ID and Password, and to act on such instructions until we receive from you the notice of termination of such User in accordance with Section 4 above.

In consideration of your use of any particular Service, you will at all times maintain true, accurate, current and complete information about yourself and each of your Users in your Account Profile (such information being the "Registration Data"). Your "Account Profile" means the location in the Portal where you can view and manage your Registration Data. You will, and will cause each User to, maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You acknowledge that we may have certain backup

withholding and reporting obligations with respect to the transactions processed through the Services.

6. ACCOUNT INFORMATION AND DATA PROTECTION; PRIVACY

You acknowledge that American Express may, directly or through third parties, make any inquiries we consider necessary to validate your and any User's identity. This may include, among other things, asking for further information, requiring you and/or Users to complete challenge questions and verifying your and Users' information against third-party databases or through other sources. American Express reserves the right to close, suspend, or limit access to the Services (or any portion thereof) in the event we are unable to obtain or verify any of this information, including any Registration Data.

You agree that American Express may, or organizations selected by American Express may, where allowed by applicable law, monitor and/or record telephone calls to or from Company to ensure consistent servicing levels (including staff training) and operations and for other legitimate business purposes.

Our Privacy Policy, which is available at:

<https://www.americanexpress.com/us/content/customer-privacy-principles.html>, and updated from time to time ("Privacy Policy"), governs our collection, use and disclosure of any information in connection with the Portal or Services.

You understand and agree that we may process and analyze information about how you use the Services and the Portal. The information may be obtained from the Account Profile and other specific sources. American Express will keep information about Company only for so long as is appropriate for the purposes of this Agreement or as required by applicable law.

7. CONFIDENTIALITY

During use of the Services or the Portal, you and/or a User may receive information of a confidential and proprietary nature ("Confidential Information") from us. You agree on behalf of yourself and each User that (a) all Confidential Information will remain our exclusive property, (b) Confidential Information will be used only as is reasonably necessary to use the Services and/or the Portal and (c) Confidential Information will not be disclosed to any individual, company or third party without our prior written consent.

8. LINKING TO THE PORTAL; ACCESS AND INTERFACE

Creating or maintaining any link from another web site to any Services without our prior written permission is prohibited. Running or displaying the Services or any information or material displayed when using the Services or through similar means on another web site without our prior written permission is prohibited. Any permitted links to access the Services must comply with our instructions and all applicable laws, rules and regulations, including as described in further detail in this Agreement.

You agree that you (and each User) will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our prior written permission. Additionally, you agree that you and your Users will not take any action that imposes, or may impose in our sole discretion any unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Services or any activities conducted through the Portal, or bypass any measures we may use to prevent or restrict access to the Portal or the Services.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES

You agree that you do and will, and will cause your Users to, comply with all applicable laws, rules and regulations with respect to the use of the Services, including, but not limited to, laws related to the use, disclosure and/or export of technical or personal data and dealings with users providing such data. You will, and will cause your Users to, only use the Services with content and data for which you and your Users, as applicable, have all necessary rights.

You represent and warrant that you have full power and authority to enter into and perform this Agreement, and your acceptance of the terms and conditions of this Agreement and performance of this Agreement does not violate, conflict with, or result in a breach of, or default under, any other contract or agreement to which you are a party, or by which you are bound.

10. SERVICE INTERRUPTIONS

The Services may experience unanticipated downtime or interruptions.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless American Express, its parent, its direct and indirect subsidiaries and affiliates and their agents, employees, representatives, licensors and third-party suppliers (each, an "Amex Party") from any third party (including Users for purposes of this Section 11) claims, liabilities, losses or damages (including, without limitation, reasonable attorney's fees) asserted against an Amex Party and based upon or arising out of your or any User's use of any Service or failure to perform, or negligent or wrongful performance of, any of your or any User's obligations or duties under this Agreement or your or any User's breach of a representation or warranty in this Agreement.

12. DISCLAIMER OF WARRANTIES; NO LIABILITY

American Express and its third-party suppliers and licensors do not warrant that the Services will meet your requirements or that access to any Service, or the operation of any Service will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated will be accurate or complete.

THE SERVICES AND THE PORTAL ARE PROVIDED "AS IS" AND AMERICAN EXPRESS AND ITS THIRD-PARTY SUPPLIERS AND LICENSORS SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR ACCURACY.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL AMERICAN EXPRESS' AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES, LAWSUITS, LOSSES OR CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU TO AMERICAN EXPRESS FOR THE SERVICES DURING THE CALENDAR YEAR IN WHICH THE DAMAGES OCCURRED.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, NONE OF AMERICAN EXPRESS, ITS PARENT, ITS DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, THIRD-PARTY SUPPLIERS AND LICENSORS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS), ARISING FROM THIS AGREEMENT OR RELATING TO THE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. YOU AND AMERICAN EXPRESS AGREE THAT LOST PROFITS DO NOT CONSTITUTE DIRECT DAMAGES.

14. GOVERNING LAW

You agree that this Agreement will be governed by, construed and enforced in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles other than Section 5-1401 of the New York General Obligations Law).

15. DISPUTE RESOLUTION

You agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation ("Disputes"), will be submitted to mediation and if the matter is not resolved through mediation within forty-five (45) days from such submission, it will be submitted for binding arbitration upon the demand of either party. Any mediation and/or arbitration will take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association, JAMS or the National Arbitration Forum, upon the election of the party asserting the Dispute. In the event of any inconsistency between this Section and any rule of the arbitration organization, this Section will control. Except as otherwise provided for herein, neither party will have the right to litigate Disputes. DISPUTES WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OR OTHER ENTITIES

SIMILARLY SITUATED. The arbitrator's authority to resolve Disputes and to make awards is limited to Disputes between the parties of this Agreement alone, and is subject to the limitations of liability set forth in this Agreement. Furthermore, Disputes brought by either party against the other may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision shall be given preclusive effect as to issues or claims in any Dispute with anyone who is not a party to the arbitration. Company will be responsible for paying its share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the rules of the arbitration organization selected in accordance with this Section. The parties agree that the arbitrators' decision shall be final and binding. Should any portion of this Section regarding the arbitrator's authority to resolve Disputes between the parties of this Agreement be stricken from this Agreement or deemed otherwise unenforceable, then this entire Section shall be stricken from this Agreement. The provisions of this Section may be enforced in a court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses incurred in obtaining the enforcement of this provision to be paid to the party against whom enforcement is ordered. Either party shall have the right to seek equitable relief (i) in arbitration prior to the arbitration proceedings to enforce the status quo, and (ii) in a court to enforce the confidentiality provisions set forth in this Agreement. The mediation/arbitration proceedings and all documentation and/or information related to such processes shall be deemed confidential. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended.

16. TIME LIMIT ON ACTIONS

Any claim or cause of action by you arising out of or related to this Agreement must be filed by you within one (1) year after such claim or cause of action arose or forever be barred.

17. TERM

This Agreement will commence as of the earlier of: (a) the date you first click your acceptance to this Agreement, or (b) the date you first access the Portal or use the Services, and will continue in full force and effect until terminated pursuant to the terms of this Agreement.

The terms of this Agreement will continue to apply to any transactions pending at the time of termination, Disputes and any other obligations incurred prior to the termination of this Agreement or any Service. If any amounts are owed by you under this Agreement after such termination, then you and your successors and permitted assigns will remain liable for such amounts and will pay American Express within thirty (30) days of such request.

18. NOTICES; ELECTRONIC COMMUNICATIONS

Except as may otherwise be stated in this Agreement, notice to us concerning any Service must be sent by postal mail to: American Express, 200 Vesey Street, New York, NY 10285, Attention: Global Corporate Payments.

You agree that we may provide notice to you by sending you an in-product message within a Service, emailing it to an email address that you have provided us, or mailing it to any postal address that you have provided us. All notices by any of these methods will be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. Without limiting any other Section of this Agreement, we reserve the right to terminate your use of any Service if you withdraw your consent to receive electronic communications.

19. FORCE MAJEURE

American Express and our third party suppliers and licensors will not be liable for any failure or delay in performance, resulting from circumstances beyond our or their control including, without limitation, acts of God or nature, government intervention, power, communications, satellite or network failures, unauthorized access or theft, acts of terror, or labor disputes or strikes.

20. NO WAIVER

Failure by American Express to enforce any term or conditions of this Agreement will not be a waiver of the right to later enforce such term or condition, or any other term or condition, of this Agreement.

21. ASSIGNMENT

This Agreement may not be assigned by you, in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without our prior written consent. Any purported assignment by operation of law is voidable in our sole discretion. Except as otherwise specified in this Agreement, this Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

22. INCORPORATION BY REFERENCE; CONFLICTING PROVISIONS

All legal notices of American Express set forth in the Portal, or linked to from the Portal, are incorporated herein by reference. If there is any conflict between this Agreement and any such legal notice, the terms of such legal notice shall prevail.

23. INVALIDITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. If any provision of this Agreement conflicts with any applicable law or regulation, such provision shall be deemed to be modified or deleted so as to be consistent with such law or regulation in a manner closest to the intent of the original provision of this Agreement.

24. THIRD-PARTY BENEFICIARY

Except for our affiliates, suppliers and licensors, no third party will be a beneficiary of this Agreement.

25. SURVIVAL

Sections, which by their nature survive, will survive any termination or expiration of this Agreement in accordance with their terms.

26. ENTIRE AGREEMENT

This Agreement, along with any applicable policies and agreements made available to you by American Express relating to any Service, sets forth the entire understanding between you and American Express with respect to the Services.

27. AMERICAN EXPRESS PAYMENT SERVICES

The following terms are “Service-Specific Terms”, in that they apply solely to the corresponding Service described below.

A. CARD TOKENIZATION SERVICE

i. Card Agreement. You hereby acknowledges and agrees (a) to be bound by the terms and conditions of, including of the commercial card service (the “Card Service”) set forth in, that certain Corporate Services Commercial Account Agreement or Cardmember Agreement (“Card Agreement”) previously entered into by and between Company and American Express and (b) the Card Agreement shall be incorporated by reference herein.

ii. Card Tokenization Service.

(a) For each card payment initiated and authorized pursuant to the Card Agreement and through the Portal designated by Company, American Express will generate a fifteen (15) digit token number (“Token Number”) that corresponds to your card account number and will deliver the Token Number by transmission (“Token Delivery”) to the designated address provided by you through the Portal. The Token Number (i) may be a single-use or multi-use number and (ii) may remain valid for a certain amount of time following the date of the Token Delivery at the discretion of American Express, during which time the designated addressee may submit and settle the card payment.

(b) The Token Delivery may include, among other things, the following reconciliation payment transaction details:

1. Date Payment Issued
2. Pre-authorized Payment Amount
3. Payment Number
4. Invoice-Level Detail
5. Payment Description

6. Payment Type: American Express Card

7. Token Number

iii. Fees

Card Payment Fees. American Express will charge no fees for card payments initiated through the Service (“Card Payment”). Fees may be modified by American Express in its sole discretion upon 45 days’ prior written notice to Company.

B. PUSH PAYMENT SERVICE

You hereby acknowledge and agree (a) to be bound by the terms and conditions of, including of the Card Service set forth in, that Card Agreement previously entered into by and between Company and American Express and (b) the Card Agreement shall be incorporated by reference herein. For push payments authorized through the portal, American Express shall make a payment to any supplier that has opted into the Push Payment Service and such payment shall be reflected as a Charge on your statement.

C. PROXY PAY SOLUTION

1. OVERVIEW

- (a) You hereby choose to automate payment to suppliers that only accept payments online or over the phone through the Proxy Pay Solution (“Proxy Pay”) offered by American Express’ third party service provider Priority Payment Systems (“PPS”).
- (b) Upon opting in to Proxy Pay, You will add the proxypayments@aexp.com email address into your AP Automation or ERP software for all suppliers that you have chosen to be paid through Proxy Pay.
- (c) Every time a payment is triggered, a virtual card number (“Virtual Card Number”) will be emailed to proxypayments@aexp.com. This email box has restricted access for designated Proxy Pay agents only.
- (d) Agents at PPS will monitor the Proxy Pay mailbox and use the Virtual Card Number to make payments to vendors over the phone or online. Payment will occur within three (3) days of PPS receiving the request.
- (e) Emails must include the following fields:
 - i. Account Number
 - ii. Invoice Number
 - iii. Payment Amount
 - iv. Card Number
 - v. Your Billing Address
- (f) Should a payment require credentials such as a username and password, You will be contacted by an American Express employee and asked to provide unique credentials to facilitate the Proxy Pay service. The credentials will be sent via encryption to the proxypayments@aexp.com email address. Proxy Pay agents will have access to the credentials

only for the purpose of making approved and authorized payments to vendors via Proxy Pay. All credentials will be securely stored by American Express and PPS.

2. PROXY PAY PAYMENTS

- (a) **RULES.** By electing to use Proxy Pay, You acknowledge that You are the originator with respect to each Proxy Pay payment requested by You, and You agree to assume the obligations and responsibilities of an originator under the NACHA Rules (<https://www.nacha.org/rules>). You further acknowledge that You will not request a Proxy Pay payment in violation of the laws of the United States, including, without limitation, the sanctions, laws, regulations and orders administered by OFAC, FinCEN and any state laws, regulations or orders applicable to this Service. You agree to comply with the NACHA Rules and represent and warrant that You have read and understood all NACHA Rules (inclusive of amendments) applicable to You.
- (b) **PROXY PAY PROCESS.** American Express is not responsible for the content or format of any Proxy Pay instructions provided to You and You acknowledge and agree that You are solely responsible for the accuracy of all information and instructions provided to American Express, including payment amounts and any bank account information of You or Supplier. You acknowledge that once submitted, instructions provided to Proxy Pay may not be amended or modified.

3. ACCOUNT VERIFICATION

Your use of Proxy Pay is subject to the following terms and conditions. “You” and “your” shall refer to you individually or to you individually and/or your business, as the context requires.

- (a) **ACCURATE INFORMATION.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information.
- (b) **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AMEX AND PPS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. AMEX AND PPS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE

ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AMEX OR PPS THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

- (c) **LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER AMEX NOR PPS, NOR ANY OF THEIR DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF AMEX OR PPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE INSTANT ACCOUNT VERIFICATION OR ANY OTHER MATTER RELATING TO INSTANT ACCOUNT VERIFICATION, INCLUDING BUT NOT LIMITED TO (i) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (ii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM INSTANT ACCOUNT VERIFICATION; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON INSTANT ACCOUNT VERIFICATION; OR (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) **INDEMNIFICATION.** You agree to indemnify and hold harmless Amex and PPS and their respective affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of instant account verification, your violation of these terms or your infringement, or the infringement by any other user of your account, of any intellectual property or other right of anyone.
- (e) **CHANGING THE TERMS AND CONDITIONS.** Amex may change these terms and conditions, subject to applicable law and will indicate that a change has been made by updating the "Last Modified" date at the beginning of these terms and conditions. Amex may do this at its sole discretion and in response to the business, legal or competitive environment. These written terms and conditions are a final expression of the agreement governing your use of the instant account verification service. These written terms and conditions may not be contradicted by any alleged oral agreement.

- (f) **ASSIGNING THE TERMS AND CONDITIONS.** Amex may sell, transfer or assign these terms and conditions. Amex may do so at any time without notifying you. You may not sell, assign or transfer any of your obligations under these terms and conditions.
- (g) **THIRD PARTY BENEFICIARY.** You agree that PPS is a third party beneficiary of the above provisions, with all rights to enforce such provisions against you as if PPS were a party to these terms and conditions.
- (h) **WAIVER.** Amex may choose to delay enforcing or to not exercise rights under these terms and conditions. If Amex does this, it does not waive its rights to exercise or enforce them on any other occasion.

D. CONSENT AND AUTHORIZATION

You hereby consents and authorizes American Express: (i) to enable each Service set forth in this Section 27 as a Service for Company; and (ii) to share, release, communicate and provide to third parties, all relevant information and documentation (collectively, “Information”) received from you and the Users pertaining to your and the Users, including, without limitation, with respect to the Check Service, Card Tokenization Service, Push Payment Service and Proxy Pay Solution in connection with providing the Services to you and the Users or providing new benefits, products or services . You agree that except as otherwise expressly set forth in this Agreement, American Express will not provide notification to you or the Users with respect to delivery of such Information to third parties and American Express has no responsibility or liability to verify what such third parties will do with Information provided by American Express. You shall provide no less than thirty (30) days’ prior written notice to American Express of your intent to terminate this consent and authorization.

American Express One AP™ Service Addendum

This American Express One AP™ Service Addendum (this “Addendum”) between American Express Travel Related Service Company, Inc. (“we”, “us”, and “American Express”) and you, the commercial entity applying for the Service described herein (“you”, “your” and “Company”), as entered into as of the date you accept the terms and conditions of this Addendum (the “Effective Date”), supplements your Agreement (as defined herein). This Addendum, along with your Agreement, governs your use of the Service (as defined below).

1. Definitions

- 1.1. “**30-Day Period**” has the meaning set forth in Section 2.3.1.
- 1.2. “**Addendum**” has the meaning set forth in the introductory paragraph.
- 1.3. “**Administrative User**” means the person designated by Company and approved by American Express who holds administrative rights on Company’s use of the Service and Software, as described in Section 2.4.

- 1.4. “*AENB*” means American Express National Bank.
- 1.5. “*Affiliate*” means any entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies on an entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute “control” of the entity.
- 1.6. “*Agreement*” means (i) if Company is an American Express® Corporate Card or Corporate Purchasing Card customer, the corporate account agreement(s) between Company and American Express, including, but not limited to, the Corporate Service Commercial Account Agreement or (ii) if Company is an American Express® Business customer, the Card Member Agreement between Company and AENB.
- 1.7. “*American Express*” has the meaning set forth in the introductory paragraph.
- 1.8. “*American Express Account*” has the meaning set forth in Section 2.
- 1.9. “*American Express Party*” has the meaning set forth in Section 2.18.1.
- 1.10. “*Billing Account*” has the meaning set forth in Section 2.
- 1.11. “*Billing Email*” has the meaning set forth in Section 2.8.2.2.
- 1.12. “*Check Service*” has the meaning set forth in Section 3.1.
- 1.13. “*Company*” has the meaning set forth in the introductory paragraph.
- 1.14. “*Confidential Information*” has the meaning set forth in Section 2.17.1.
- 1.15. “*Customer Data*” means any data provided by you for incorporation in or use with the Service and any data output from the Service from the processing of such data entered or provided.
- 1.16. “*Disclosing Party*” has the meaning set forth in Section 2.17.1.
- 1.17. “*Disputes*” has the meaning set forth in Section 2.21.
- 1.18. “*Documentation*” means all manuals, end-user documentation, quick-reference guides and other related materials pertaining to the Service.
- 1.19. “*Effective Date*” has the meaning set forth in the introductory paragraph.
- 1.20. “*Feedback*” has the meaning set forth in Section 2.7.
- 1.21. “*Fees*” has the meaning set forth in Section 2.8.1.
- 1.22. “*License*” has the meaning set forth in Section 2.10.1.

- 1.23. “*New Agreement and Account*” has the meaning set forth in Section 2.8.2.5.
- 1.24. “*New Billing Account*” has the meaning set forth in Section 2.8.2.4.
- 1.25. “*OFAC*” has the meaning set forth in Section 2.9.4.
- 1.26. “*Password*” has the meaning set forth in Section 2.4.
- 1.27. “*Payment Method(s)*” has the meaning set forth in Section 2.1.
- 1.28. “*Portal*” has the meaning set forth in Section 2.
- 1.29. “*Privacy Policy*” has the meaning set forth in Section 2.6.3.
- 1.30. “*Purpose*” has the meaning set forth in Section 2.4.
- 1.31. “*Receiving Party*” has the meaning set forth in Section 2.17.1.
- 1.32. “*Selected Payment Method*” has the meaning set forth in Section 2.3.1.
- 1.33. “*Service*” has the meaning set forth in Section 2.
- 1.34. “*Software*” has the meaning set forth in Section 2.10.1.
- 1.35. “*Supplier*” shall mean any person or entity through which you are procuring goods and/or services.
- 1.36. “*Term*” has the meaning set forth in Section 2.14.
- 1.37. “*us*” has the meaning set forth in the introductory paragraph.
- 1.38. “*User(s)*” means the Administrative User and any other person(s) designated by Company and approved by American Express as authorized users of the Service, as determined during the Company’s implementation of the Service or upon request by Company thereafter from time to time.
- 1.39. “*User ID*” has the meaning set forth in Section 2.4.
- 1.40. “*we*” has the meaning set forth in the introductory paragraph.
- 1.41. “*you/your*” has the meaning set forth in the introductory paragraph.

2. Description of Services - American Express will provide Company with access to an accounts payable automation software solution known as American Express One AP™ through a web portal developed by American Express (the “Portal”), which software enables Company to make payments to its Suppliers through multiple payment methods set forth below (the “Service”). In order to access the Service, Company must enroll at least one eligible U.S.-issued American Express® Business, Corporate, or Corporate Purchasing Card issued to it pursuant to the applicable Agreement (each such Card, an “American Express Account”). The first American Express Account enrolled for the Service shall serve as the funding source for all Fees (as defined below) and taxes incurred by Company (if any) in accordance with Section 2.8.2 (the “Billing Account”).

2.1. Payment Methods – The following payment methods (each, a “Payment Method” and collectively, the “Payment Methods”) are available through the Service:

- Check – See Section 3
- ACH – See Section 4
- Virtual Card – See Section 5
- Premium Wires from FX International Payments – See Section 6

2.2. Use of Service - Use of the Service is subject to your compliance with the terms and conditions of this Addendum and is restricted to Users. For the avoidance of doubt, your use of the Service and the designation of Users by Company is subject to the approval of American Express, in its sole discretion. Company understands that the designation of, and restricting access to, Users is part of the security of Company’s overall American Express One AP™ data and Company agrees that Company shall not substitute or replace any User, or add any additional Users, except upon written notice to, approval from, and with the assistance of, the applicable American Express team whose responsibility it is to provide the Service. Company shall ensure that all Users comply with the terms and conditions of this Addendum. Company agrees that the Service will not be used in violation of the laws of the United States, including, without limitation, the sanctions, laws, regulations and orders administered by OFAC and any state laws, regulations or orders.

2.3. Your Obligations

2.3.1. During the implementation process, you must designate one or more Payment Methods to use in connection with the Service (such chosen Payment Methods, your “Selected Payment Methods”). If you wish to amend your Selected Payment Methods at any time following your initial implementation process, the Administrative User must notify the American Express Servicing team by emailing oneapsupport@aexp.com or by calling 1-844-358-4025. Any amendment to add any additional Payment Method(s) to your Selected Payment Methods shall take effect upon completion of the enrollment process applicable to the additional Payment Method(s) added. Any amendment to remove any Payment Method(s) from your Selected Payment Methods shall take effect thirty (30) days after your notification thereof (the “30-Day Period”), after which point you shall only have read-only access to view historical transactions made using any such removed Payment Method(s). Please refer to Section 2.8 for any applicable Fees related to your choice of Selected Payment Methods.

2.3.2. Within thirty (30) calendar days of the Effective Date, you will provide us with (i) your target list of Suppliers and (ii) the name and other contact information of your authorized representative, who has been designated by you to assist us with your implementation and your access and use of the Service during the Term. In addition, you will cooperate with us and our third party suppliers during our implementation of the Service for you, which includes, but is not limited to, assisting in the enablement of the Suppliers included on your target list and providing technical direction and input. Following the onboarding and enablement of your

initial target list of Suppliers, you will cooperate with the enablement of any other Suppliers subsequently identified and requested by you or any User.

2.4. User IDs and Passwords – During the implementation process, and subject to approval by American Express, Company shall designate an Administrative User and other Users, and assign appropriate access controls for each such User. The Administrative User shall have administrative rights on behalf of Company in connection with its use of the Service and Software (as defined below), including, but not limited to, the ability to add and remove Users (subject to Section 2.2) and set permissions, generate payments, add Suppliers and all other rights attributed to other Users. Each User will be assigned a unique user ID (each, a “User ID”) and password (each, a “Password”) to allow such User to access the Service for the sole purpose of facilitating payments to authorized recipients in the United States for business purposes only (the “Purpose”). You are entirely responsible for maintaining the confidentiality of the Passwords and User IDs. Furthermore, you are entirely responsible for any and all activities that occur under each User ID and Password. We will not be liable for any loss or damage that you may incur as a result of anyone using the Password or User IDs, either with or without your knowledge. You will be responsible for all Users and ensure that all Users comply with the terms and conditions of this Addendum. You represent that each User is eighteen (18) years old or older. We will be entitled to rely on the genuineness and authority of all instructions received by us from a User or through access by any person to the Service using a matching User ID and Password, and to act on such instructions until we receive from you the notice of termination of such User in accordance with this Section 2.4. You must notify us in writing immediately of any unauthorized access or use of the User IDs or Passwords or any other breach of security by emailing oneapsupport@aexp.com. You will immediately terminate a User’s right to use the Service if the relevant individual’s employment with you has been terminated, the individual no longer meets the requirements for being a User, or the individual is no longer duly authorized to access or use the Service. Upon receipt of such notice, if properly given, American Express will have a reasonable period of time to implement such change to the User’s access to the Service. American Express may terminate or further limit your or any of your Users’ right to use the Service if you or a User violates any term or condition of this Addendum or if you use or a User uses the Service other than for the Purpose. Upon the termination of your or a User’s right to use the Service, you and/or your User, as the case may be, will immediately cease use of the Service, and you will, as directed by American Express, destroy or return to American Express any documentation related to American Express or the Service and any American Express Confidential Information, in each case, in your and your Users’ possession or control in accordance with Section 2.15. You absolve and release American Express from any liability to you or any third party related to any instructions executed by us that come from you or any User of yours, whether due to fraud, corruption or loss of information received by American Express, or for any other reason.

2.5. License – You hereby grant us and our third party suppliers an irrevocable, perpetual, world-wide, non-exclusive license to use, reproduce, store, encode, resize, reformat, host, process and otherwise modify, translate, maintain or prepare derivatives, and perform, display, disseminate and distribute the Customer Data you upload to the Portal and to otherwise deal with such Customer Data as may be reasonably necessary for us to provide the Service to you. You represent and warrant that you have the right to grant the license above and that you have obtained all necessary consents to release any Customer Data provided to American Express, including but not limited to, Supplier information.

2.6. Account Information and Data Protection; Privacy

2.6.1. In order to access and use the Service, you will need access to the Portal. Certain information about your account will be required to use the Service and such information collected in connection therewith will be processed and treated in the same manner that account information under your Agreement (and to the

extent applicable, the American Express Payment Services Client Agreement you accept in connection herewith) is processed and treated.

2.6.2. The provision of the Service may also entail the processing of certain information about Company and/or its employees, agents or Users, including, but not limited to, information that may constitute personally identifiable information. American Express will process and treat any such information collected in connection with the Service in the same manner as the provisions in your Agreement that set forth how personal/personally identifiable information (or similarly defined term) is processed and treated.

2.6.3. Our privacy policy, which is available at: <https://www.americanexpress.com/us/content/customer-privacy-principles.html>, as updated from time to time (“Privacy Policy”), governs our collection, use and disclosure of any information in connection with the Portal.

2.7. **Feedback** – During the Term, you may be asked to submit an evaluation of the Service (“Feedback”) to your American Express representative through regular meetings to be scheduled upon mutual agreement. American Express will own all rights and interest to Feedback. You may be asked to participate in case studies and provide testimonials where appropriate. American Express reserves the right to include this information in future American Express One AP™ marketing and promotions.

2.8. Fees and Billing

2.8.1. **No Fees for Virtual Card-Only Use** – There is no fee to use the Service to the extent you have designated virtual card payments as your sole Selected Payment Method to send payments through the Service. In the event you are utilizing additional Payment Methods but wish to amend your Selected Payment Methods to include only virtual card payments, your Administrative User must notify the American Express Servicing team [in accordance with Section 2.3.1. Your amended Selected Payment Methods will take effect upon expiration of the 30-Day Period, and you will continue to be responsible for paying all applicable Fees in accordance with Section 2.8.2 for the full calendar month in which the 30-Day Period expires, the invoice for which will be sent to the Billing Email \(as defined below\) in accordance with Section 2.8.2.](#)

2.8.2. Fees for Additional Payment Methods

2.8.2.1. To the extent your Selected Payment Methods include additional Payment Methods beyond virtual card payments, you will incur and pay American Express the fees set forth on Exhibit A attached hereto (the “Fees”) in accordance with this Section 2.8.2. Fees may be modified by American Express in its sole discretion upon prior written notice to Company. If you are utilizing only virtual card payments but wish to amend your Selected Payment Methods to include additional Payment Method(s), the Administrative User must notify the American Express Servicing team [in accordance with Section 2.3.1. Following any such amendment to your Selected Payment Methods, you will begin to incur Fees beginning with the month following the first transaction you process using the new Payment Method\(s\).](#)

2.8.2.2. To the extent you incur any Fees, on a quarterly basis, American Express shall send an invoice to the email address on file for the Billing Account (the “Billing Email”). Such invoice will contain an itemized list of all Fees incurred in connection with your use of the Service for the previous calendar quarter, including applicable taxes. The Fees and applicable taxes shall be processed as a charge against the Billing Account (i) if you are an American Express® Business Card customer, under the billing code labeled “Amex One AP Fee”, along with applicable taxes related thereto, which will be processed as a

charge against the Billing Account under the billing code labeled “Amex One AP Fee Taxes” and (ii) if you are an American Express® Corporate Card or Corporate Purchasing Card customer, under the billing code labeled “American Express One AP Fee”, along with applicable taxes related thereto, which will be processed as a charge against the Billing Account under the billing code labeled “American Express One AP Fee Taxes”. Taxes will be determined based on the address that is on file for Company within the Portal, unless Company provides confirmation that alternative location(s) should be used, including the complete address for any such locations. In the event a tax exemption is applicable, Company will provide American Express with a properly completed exemption certificate, or other acceptable documentation that permits tax to be excluded from the invoice. The aforementioned charges will appear on the Billing Account statement within approximately ten (10) weeks following the end of a calendar quarter.

2.8.2.3. We use certain information you keep on file with American Express and/or its Affiliates to facilitate your use of the Service, including but not limited to, the email address associated with your Billing Account for use as the Billing Email. As such, Company agrees at all times to maintain or cause to be maintained on file with American Express or its Affiliates (as applicable) current and accurate information for all American Express Accounts enrolled for the Service, including, but not limited to, email addresses, physical addresses and other contact information. If any such information is not accurate or changes at any point, particularly with respect to any Billing Email, Company agrees to immediately update or cause to be updated such information by logging into the applicable American Express Account at www.americanexpress.com and updating the relevant information. Company agrees that any and all invoices sent by American Express to the Billing Email shall be deemed evidence of Company’s obligation to pay for all Fees incurred in connection with the Service.

2.8.2.4. If the Billing Account is suspended or terminated for any reason during the Term, you shall: (i) promptly designate a replacement Billing Account if you have more than one American Express Account enrolled for the Service or (ii) promptly establish and enroll a new American Express Account to serve as the new Billing Account if such suspended or terminated Billing Account is the only American Express Account enrolled for the Service, as applicable (each such newly designated Billing Account, the “New Billing Account”). If you do not designate a New Billing Account within thirty (30) days following any suspension or termination of the prior Billing Account, American Express shall have the right to immediately terminate this Addendum.

2.8.2.5. If you are an American Express® Corporate or Corporate Purchasing Card customer, and your underlying Agreement is terminated during the Term for any reason, you shall promptly execute a new Agreement and establish at least one American Express Account thereunder (the “New Agreement and Account”) to enroll under the Service as the Billing Account; provided, however, that if American Express or any of its Affiliates terminates your Agreement for any reason without a new or replacement Agreement, your access to the Service and this Addendum shall be terminated concurrently therewith. Subject to the proviso in the foregoing sentence, (i) your access to the Service will otherwise be suspended until you establish a New Agreement and Account to serve as the Billing Account under this Addendum, and any Fees previously incurred by Company but not yet billed by American Express (if any) shall be invoiced under the New Agreement and Account when your access to the Service is restored and (ii) if you do not establish a New Agreement and Account to serve as the Billing Account under the Service within forty-five (45) days following cancellation or termination of your previous Agreement, American Express shall have the right to immediately terminate this Addendum.

2.8.2.6. In the event that American Express or Company terminates the Service in accordance with this Addendum, Company shall be invoiced for all Fees and applicable taxes incurred prior to termination;

provided, however, that Company shall be responsible for the full monthly subscription fee for the month in which the termination occurs and such subscription fee shall not be prorated for the number of days occurring prior to the date of termination.

2.8.2.7. Company may contact the American Express Servicing team at oneapsupport@aexp.com with any billing or invoice questions.

2.9. Representations and Covenants - You represent, warrant and covenant the following:

- 2.9.1.** You have the authority and the right to enter into this Addendum and to perform your obligations hereunder and your acceptance of the terms and conditions of this Addendum and performance hereunder does not violate, conflict with, or result in a breach of, or default under, any other contract or agreement to which you are a party, or by which you are bound;
- 2.9.2.** Company is a business entity organized under the laws of a jurisdiction within the United States and whose principal place of business is located within the United States. You further represent that the Company is duly authorized to do business in the United States and the Users accessing or using the Service on your behalf are duly authorized to access or use the Service and/or to legally bind you to the terms and conditions of this Addendum and all transactions conducted in your name. You further represent that the individual executing this Addendum in the name of Company, is duly authorized to legally bind you to the terms and conditions of this Addendum;
- 2.9.3.** If Company is an American Express® Business customer, the Basic Cardmember (as defined in the Agreement) is the individual executing this Addendum.
- 2.9.4.** You are not an entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control (“OFAC”) and are not listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime;
- 2.9.5.** You are not subject to, or listed as a party on any other U.S. government list deemed by American Express to be related to anti-money laundering, economic sanctions, or other areas of risk as it relates to American Express’s business operations; and
- 2.9.6.** You agree that you do and will, and will cause your Users to, comply with all applicable laws, rules and regulations with respect to the use of the Service, including, but not limited to, laws related to the use, disclosure and/or export of technical or personal data and dealings with Users providing such data. You will, and will cause your Users to, only use the Service with content and data for which you and your Users, as applicable, have all necessary rights.

2.10. Terms of License Granted to Company

- 2.10.1. License Grant** – Subject to the terms and conditions of this Addendum and during the Term hereof, we hereby grant Company a limited, non-transferable, non-exclusive license for Users to use the software to which American Express may provide access to in connection with the Service (the “Software”) in the United States solely for the Purpose (the “License”). American Express shall retain all rights and interest to and in the Software and the Service, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. This License does not constitute a sale, nor does it pass to you any title to or any

proprietary rights in the Software, the Service or to the Confidential Information of American Express, nor shall you acquire any right or interest in the Software or Service as a result of any changes to, modifications of or additions to the Software or Service made by you or American Express.

- 2.10.2. Restrictions** – Company will not, and shall ensure that its Users do not: (i) remove any copyright or other proprietary legends from the Software or the Service, including, but not limited to, copyright or trademark notices; (ii) sell, sub-license, lease, rent, assign, transfer or distribute the Software or Service or any information, software, products or services obtained from the Service to any third party; (iii) alter, modify, copy, enhance or adapt any portion of the Software or the Service or the Documentation (if any); (iv) attempt to reverse engineer, convert, translate, decompile, disassemble or merge the Software or the Service with any other software or materials or otherwise attempt to obtain the source code to the Software or the Service; (v) otherwise create or attempt to create any derivative works from the Software or the Service; (vi) use the Software or the Service for any purpose that is unlawful or prohibited by this Addendum; (vii) attempt to obtain any materials or information through any means not intentionally made available through the Software or the Service; or (ix) attempt to gain unauthorized access to the Service, other Passwords or User IDs, or computer systems or networks connected to any American Express server or to the Service, through hacking, password mining or any other means. Notwithstanding the foregoing, you may download, keep or merge reports generated by you through the Service. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through the Software or the Service. You and each User shall (i) comply with all applicable laws with respect to the Software and the Service, including, but not limited to, laws related to the export of technical or personal data; (ii) only use the Software and the Service with content and data for which you have all necessary rights; and (iii) use the Software and the Service in accordance with the terms set forth herein and in the Documentation (if any), as they may be amended from time to time and as provided by American Express. Neither Company nor its Users shall use the Software, Service or Confidential Information to perform functions for other persons or entities. Neither Company nor its Users shall exploit the Software or the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you but such termination does not affect your obligations under this Addendum.
- 2.10.3. Disclaimers** – The Service shall only be available in the United States. American Express will not be responsible for any third party’s software, service or hardware American Express provides or uses in the performance of the Service under this Addendum. American Express will not be responsible for the interception or delay of data transmitted to or from you.

THE SOFTWARE AND THE SERVICE ARE MADE AVAILABLE ON AN “AS IS,” “AS AVAILABLE” BASIS. YOU AGREE THAT YOUR ACCESS TO THE SOFTWARE AND USE OF THE SERVICE IS AT YOUR OWN RISK. AMERICAN EXPRESS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE AND EXPRESS OR IMPLIED WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; AND (iii) NONINFRINGEMENT. AMERICAN EXPRESS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE INTERNET, AND/OR COMPANY'S COMPUTER EQUIPMENT. AT TIMES, ACTIONS OR INACTIONS OF THIRD PARTIES CAN IMPAIR OR DISRUPT COMPANY'S CONNECTIONS TO THE INTERNET AND/OR THE SERVICE. ACCORDINGLY, AMERICAN EXPRESS DISCLAIMS ANY AND ALL LIABILITY RESULTING THEREFROM.

- 2.11. Contracted Services** – Nothing in this Addendum prevents American Express from using contractors or other third-party entities for performing or supporting the Service provided herein.
- 2.12. Service Interruptions** – Company acknowledges and agrees that the Service may experience unanticipated downtime or interruptions.
- 2.13. Suspension/Termination of Service** – In addition to any other rights and remedies provided for herein and pursuant to applicable law, American Express may, in its sole discretion, modify, suspend or terminate provision of the Service and/or any action on your account and/or modify, suspend or terminate any or all of its obligations hereunder, if you or any of your Users fail to perform any obligation or violate any term under this Addendum. In addition, and notwithstanding anything to the contrary set forth herein, American Express may (i) terminate this Addendum and your access to the Service immediately upon written notice in the event of any breach by Company or its Users of Section 2.9.4 or 2.9.5, or if you, or any of your Users or Suppliers are deemed to pose a risk, as determined in AXP's sole discretion, as it relates to American Express's business operations, or if your or your Users' use of the Service would cause American Express to violate or not be in compliance with any applicable law and (ii) suspend any payment to a Supplier requested by any User if American Express, in its sole discretion, reasonably believes that such Supplier may (A) be an entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department or OFAC, (B) be listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime or otherwise may be subject to, or listed as a party on any other U.S. government list deemed by American Express to be related to anti-money laundering, economic sanctions, or other areas of risk as it relates to American Express's business operations or (C) pose a risk to, or otherwise be engaged in an industry or business deemed to be risky as it relates to, in each case, American Express's business operations; *provided*, that upon any determination as such by American Express in its sole discretion, American Express shall have the right to reject a User's request to pay any such Supplier.
- 2.14. Term and Termination** – This Addendum shall commence as of the Effective Date and continue in full force and effect until terminated pursuant to the provisions set forth below (the "Term"):
- 2.14.1. Termination for Convenience** – Either party may terminate this Addendum for convenience with thirty (30) days' prior written notice to the other party.
- 2.14.2. Termination for Material Breach** – Subject to a party's right to terminate the Services or this Addendum immediately for certain breaches as specifically set forth in this Addendum, either party may terminate this Addendum if the other party commits a material breach of this Addendum and such material breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after written notice is given to the breaching party.
- 2.14.3. Termination for Financial Condition** – American Express may terminate this Addendum immediately upon notice to Company upon the occurrence of: (1) the liquidation or dissolution of Company, or (2) the insolvency of Company or the filing of bankruptcy proceedings or similar proceedings with respect to the business of Company, or (3) the Company admitting its inability to pay debts as they become due.
- 2.14.4. Termination for Failure to Maintain a Billing Account**
- 2.14.4.1.** American Express may terminate this Addendum if Company's Billing Account is cancelled,

suspended or terminated during the Term and Company does not designate a New Billing Account for the Service within thirty (30) days of such cancellation, suspension or termination, in accordance with Section 2.8.2.

2.14.4.2. To the extent that Company is an American Express® Corporate or Corporate Purchasing Card customer, American Express may terminate this Addendum (i) if Company's Agreement is cancelled or terminated during the Term and is not renewed or replaced with a New Agreement and Account within forty-five (45) days of such cancellation or termination in accordance with Section 2.8.2 or (ii) immediately if Company's Agreement is cancelled or terminated during the Term by American Express or any of its Affiliates for any reason without a new or replacement Agreement.

2.14.5. Other Termination Rights – American Express may terminate this Addendum pursuant to any other right of termination set forth in this Addendum in accordance therewith.

2.14.6. Effect of Termination – Termination of this Addendum shall not cancel your obligation to pay any Fees owed by you to us for any reason under this Addendum or under any other agreement that you have with us, including, without limitation, the Agreement.

2.15. Post-Termination Obligations – Upon termination of this Addendum for any reason, you (a) will discontinue utilization of the Software and the Service, (b) will remove the Software accessed by you in connection with the Service from any computer configuration on which it has been installed and (c) will, as directed by American Express, return or destroy any and all copies of Confidential Information of American Express in your possession and in the possession of your Affiliates, Users, employees, officers, agents, representatives or other third parties with whom you have provided such Confidential Information and provide written certification of such return or destruction from an authorized officer of Company. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials, including but not limited to emails and email attachments. Notwithstanding the foregoing, you shall have read-only access to the Software for sixty (60) days following any termination of this Addendum.

2.16. Changes to Service – American Express may, in its sole discretion, add or modify aspects of the Service and additional and/or modified terms and conditions may apply in relation therewith.

2.17. Confidentiality

2.17.1. Each party agrees to preserve, and ensure that its Affiliates and, in the case of Company, its Users, in each case, preserve the confidentiality of all the terms of this Addendum and any information of a confidential and proprietary nature that the receiving party or its Affiliates and, in the case of Company, its Users (each, a "Receiving Party") receive from the other party or its Affiliates (the "Disclosing Party") in the performance of or in connection with this Addendum (collectively, the "Confidential Information") using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The foregoing confidentiality and restricted use obligations shall not apply to information that is: (a) in an aggregate form not attributable to the Disclosing Party; (b) already known and free of any restriction on the Receiving Party at the time it is obtained; (c) subsequently learned from an independent third party free of restriction; (d) publicly available; or (e) required by applicable law or court order to be disclosed; provided, however, that unless prohibited by law and if practicable, the Receiving Party shall (i) give prompt written notice of any such

request or requirement to the Disclosing Party, and the Confidential Information of the Disclosing Party it believes it is required to disclose; and (ii) cooperate to the extent practicable with the Disclosing Party, at the Disclosing Party's expense, with any reasonable efforts of the Disclosing Party to avoid or minimize such disclosure and/or obtain confidential treatment thereof or other protective order. If the Disclosing Party is unable to obtain a protective order of confidential treatment, the Receiving Party may disclose the Disclosing Party's Confidential Information without breach of this Addendum.

- 2.17.2.** No Receiving Party will use or disclose the Disclosing Party's Confidential Information to any person, firm or other legal entity; provided, however, that (a) the Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates, employees, officers, agents, representatives, including, without limitation, its legal and financial consultants, provided that such persons, firms or legal entities comply with the confidentiality provisions of this Addendum, and (b) American Express may use or disclose your Confidential Information in connection with performing services under this Addendum and/or providing or offering existing or new American Express benefits, products and services, including, without limitation, disclosing Company's Confidential Information to third-party service providers (or licensees) who are bound to keep such information confidential.

2.18. Indemnification

- 2.18.1.** You agree to defend, indemnify and hold harmless American Express, its parent, its direct and indirect subsidiaries and Affiliates and its and their respective agents, employees, representatives, licensors and third-party suppliers (each, an "American Express Party") from any third party (including Users for purposes of this Section 2.18) claims, liabilities, losses or damages (including, without limitation, reasonable attorney's fees) asserted against an American Express Party and based upon or arising out of your or any User's use of the Service or failure to perform, or negligent or wrongful performance of, any of your or any User's obligations or duties under this Addendum or your or any User's breach of a representation, warranty or covenant in this Addendum.
- 2.18.2.** Company acknowledges and agrees that, regardless of the basis of the claim or action, American Express shall not be liable in any manner for any problems with goods or services.

2.19. Limitation of Liability

- 2.19.1.** IN NO EVENT SHALL AMERICAN EXPRESS'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES, LAWSUITS, LOSSES OR CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS ADDENDUM (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED THE COMBINED TOTAL AMOUNT OF FEES BILLED FOR THE SERVICE TO COMPANY BY AMERICAN EXPRESS PURSUANT TO THE TERMS OF THIS ADDENDUM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY REGARDLESS OF THE BASIS OF THE CLAIM OR CAUSE OF ACTION.
- 2.19.2.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS ADDENDUM TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, NONE OF AMERICAN EXPRESS, ITS DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, THIRD PARTY SUPPLIERS AND LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS), ARISING FROM THIS ADDENDUM OR RELATING TO THE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

2.20. Force Majeure – Neither American Express, nor American Express’s Affiliates, third party suppliers and licensors, will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their control including, without limitation, acts of God or nature, government intervention, power, communications, satellite or network failures, unauthorized access or theft, acts of terror, or labor disputes or strikes.

2.21. Dispute Resolution – You agree that any and all disputes, claims or controversies arising out of or related to this Addendum, including any claims under any statute or regulation (“Disputes”), will be submitted to mediation and if the matter is not resolved through mediation within forty-five (45) days from such submission, it will be submitted for binding arbitration upon the demand of either party. Any mediation and/or arbitration will take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association, JAMS or the National Arbitration Forum, upon the election of the party asserting the Dispute. In the event of any inconsistency between this Section and any rule of the arbitration organization, this Section will control. Except as otherwise provided for herein, neither party will have the right to litigate Disputes. DISPUTES WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OR OTHER ENTITIES SIMILARLY SITUATED. The arbitrator’s authority to resolve Disputes and to make awards is limited to Disputes between the parties of this Addendum alone, and is subject to the limitations of liability set forth in this Addendum. Furthermore, Disputes brought by either party against the other may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. Either Company or American Express may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Dispute, without waiving the right to exercise or enforce these rights on any other occasion. No arbitration award or decision shall be given preclusive effect as to issues or claims in any Dispute with anyone who is not a party to the arbitration. Both parties will share equally the costs of any arbitration proceedings. The parties agree that the arbitrator’s decision shall be final and binding. Should any portion of this Section regarding the arbitrator’s authority to resolve Disputes between the parties of this Addendum be stricken from this Addendum or deemed otherwise unenforceable, then this entire Section shall be stricken from this Addendum. The provisions of this Section may be enforced in a court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses incurred in obtaining the enforcement of this provision to be paid by the party against whom enforcement is ordered. Either party shall have the right to seek equitable relief in arbitration prior to the arbitration proceedings to enforce the status quo, and American Express shall have the right to seek equitable relief in a court to enforce the confidentiality provisions set forth in this Addendum. The mediation/arbitration proceedings and all documentation and/or information related to such processes shall be deemed confidential. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended.

2.22. Miscellaneous

2.22.1. Time Limit on Actions – Any claim or cause of action arising out of or related to this Addendum must be filed by you within one (1) year after such claim or cause of action arose or forever be barred.

- 2.22.2. Notices** – Except as may otherwise be stated in this Addendum, notice to us concerning the Service must be sent by postal mail to: American Express, 200 Vesey Street, New York, NY 10285, Attention: B2B Networks and AP Automation. You agree that we may provide notice to you by sending you an in-product message within the Service, emailing it to an email address that you have provided us, or mailing it to any postal address that you have provided us. All notices by any of these methods will be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. Without limiting any other Section of this Addendum, we reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications. Any party may, by notice given in accordance with this Section 2.22.2, designate another address or individual for receipt of notices hereunder.
- 2.22.3. Assignment** – This Addendum may not be assigned, in whole or in part, whether voluntarily or by operation of law (including by way of sale of assets, merger, consolidation, or otherwise), without the prior written consent of American Express. Any purported assignment by operation of law is voidable in American Express’s sole discretion. Except as otherwise specified herein, this Addendum binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.
- 2.22.4. Governing Law** – This Addendum shall be governed by, construed and enforced in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof other than Section 5-1401 of the New York General Obligations Law).
- 2.22.5. Third-Party Beneficiary** – Except for American Express’s Affiliates, suppliers and licensors, no third party shall be a beneficiary of this Addendum.
- 2.22.6. No Waiver** – Except as otherwise expressly provided for herein, failure to enforce any term or condition of this Addendum shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Addendum.
- 2.22.7. Severability** – In the event that any provision of this Addendum is held to be illegal, invalid or unenforceable, the remaining provisions of this Addendum will remain in full force and effect. If any provision of this Addendum conflicts with any applicable law or regulation, such provision shall be deemed to be modified or deleted so as to be consistent with such law or regulation in a manner closest to the intent of the original provision of this Addendum.
- 2.22.8. Entire Agreement** – This Addendum (including all exhibits, schedules, tables, appendices and attachments hereto), together with your Agreement, constitute the entire agreement between the parties, and supersede any previous oral or written agreements or understandings between the parties relating to the subject matter hereof, including, but not limited to, any agreement previously entered into by Company with ACOM Solutions, Inc., American Express or any of its Affiliates, if any. In the event that any of the terms and conditions of this Addendum conflict with those of your Agreement or any other agreement, this Addendum will prevail as it relates to the subject matter contained in this Addendum. For the avoidance of doubt, the terms and conditions set forth in this Addendum shall apply only to your use of the Service as set forth herein and not to any other product or service offered by American Express or its Affiliates.

- 2.22.9. Intellectual Property** – All copyright, design right and other intellectual property rights in any plans, drawings, specifications or other documents or materials produced by American Express, its employees, agents, suppliers or sub-contractors for the purpose of performing the services under this Addendum shall belong to American Express and vest in American Express.
- 2.22.10. Negotiated Terms; Construction** – In construing this Addendum, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term “or” is not exclusive; (iii) the term “including” means “including, but not limited to;” (iv) the term “day” means “calendar day”; and (v) any reference to any agreement (including this Addendum), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time.
- 2.22.11. Survival** – Sections, which by their nature survive, will survive any termination or expiration of this Addendum in accordance with their terms, including, but not limited to, Sections 1 (Definitions), 2.8 (Fees and Billing), 2.10.2 (Terms of License Granted to Company – Restrictions) as set forth therein; 2.14.7 (Effect of Termination); 2.15 (Post-Termination Obligations), 2.17 (Confidentiality), 2.18 (Indemnification) and all other indemnification obligations set forth in this Addendum, 2.19 (Limitation of Liability), 2.21 (Dispute Resolution), 2.22 (Miscellaneous), 4.1 (Payment Method – ACH; Definitions) and 5.1 (Payment Method – Virtual Card Payments; Definitions).
- 2.22.12. Headings** – The headings, titles and subtitles used in this Addendum are used for convenience only and are not to be considered in construing or interpreting this Addendum.
- 2.22.13. Compliance with Laws** – At all times during the term of this Addendum, each party will comply with all laws and regulations applicable to such party in connection with the performance of its obligations under this Addendum.

3. Payment Method – Check

- 3.1. Check Service** – Company may make check payments to its Suppliers in the United States through the Service. American Express will facilitate check payments to Suppliers designated by Company and enable Company to view details of such payments through the Portal, including payment details and the mail date of checks (the “Check Service”).

3.2. Obligations

- 3.2.1.** Company hereby represents and warrants that it has obtained all necessary consents for any Customer Data provided to American Express, including, but not limited to, Supplier information provided for notification purposes related to the Check Service. Company is solely responsible for validation of all banking and other information, including, but not limited to, check templates, account information, dating of checks, and bank approvals. Company acknowledges and agrees that the printing and mailing of checks requested by Company through the Check Service shall be done by a third-party supplier of American Express. American Express shall not assume any liability for any communication to Suppliers on Company’s behalf, the printing and mailing of checks at the direction of Company, or the accuracy or appropriateness of information contained in any check as American Express will only pass-through information provided

by Company to its Suppliers. Company agrees that it shall indemnify American Express from and against any and all losses arising directly or indirectly from any errors contained in any check or an inability to process a check by any third party due to errors contained in any check prepared in accordance with information provided by Company.

3.2.2. The Check Service allows for the post-dating of checks. Company acknowledges that it has been informed that upon Company's submission of instructions to American Express, checks are automatically printed and remitted to a designated Supplier upon processing. Consequently, any post-dated checks may be remitted to a Supplier prior to the date on the check. Company acknowledges and agrees that any consequences or damages arising or related to Company's decision to post date a check shall be borne entirely by Company and American Express shall not assume any liability with respect thereto.

3.3. Positive Pay Files – In order to help defend against the occurrence of check fraud, American Express shall make available to Company a Positive Pay file for each check requested through the Check Service, which file shall contain confirmation details about each such check. American Express recommends that Company submits each Positive Pay file to its bank for review prior to the release of funds. Company acknowledges and agrees that only the Company has the ability to submit the Positive Pay file provided by American Express and that American Express cannot do so on Company's behalf. American Express does not represent or warrant that the use of Positive Pay files guarantees or ensures protection against the occurrence of fraudulent activity involving checks sent by Company; rather, Company acknowledges and agrees that it is a measure designed to help reduce the risk of fraudulent activity. American Express hereby expressly disclaims any liability for any fraud attempted or perpetrated involving checks generated through the Check Service, regardless of whether or not Company submitted Positive Pay files to its bank.

3.4. Stop Payment, Reversals and Recalls – Company acknowledges and agrees that American Express does not have any obligation to honor any request for a stop payment, reversal or recall of checks once a request for a check payment has been submitted by Company to American Express.

3.5. Problems with Goods or Services - Company agrees to resolve any disputes concerning goods or services paid for using the Check Service directly with the Supplier.

3.6. Check Fees – Company shall pay to American Express the Fees applicable to the Check Service as set forth on Exhibit A attached hereto and in accordance with Section 2.8 herein.

4. Payment Method – ACH

4.1. Definitions – The following additional definitions shall apply to this Section 4:

4.1.1. "ACH" means the Automated Clearing House American Express uses to process payments via the Portal.

4.1.2. "ACH File" has the meaning set forth in Section 4.4.1.

4.1.3. "ACH File Service" has the meaning set forth in Section 4.4.1.

4.1.4. "ACH Instructions" means the file pertaining to Company's ACH Payments that Company provides to

American Express via the Portal.

- 4.1.5. “ACH Payment”** means any payment Company requests American Express make through ACH to Company’s designated Suppliers via the Portal.
- 4.1.6. “ACH Payment Service”** means a payment method by which American Express permits Company to make ACH Payments to its designated Suppliers.
- 4.1.7. “American Express Designated Account”** means the account designated by American Express for the holding of funds to execute Company’s ACH Instructions.
- 4.1.8. “Entry”** has the meaning set forth in the Nacha Rules.
- 4.1.9. “Information”** has the meaning set forth in Section 4.5.3.
- 4.1.10. “Nacha Rules”** means the operating rules and guidelines of Nacha or any other regional ACH used to process payments via the Portal, as such rules are in effect from time to time.
- 4.1.11. “Originating Depository Financial Institution” or “ODFI”** has the meaning set forth in the Nacha Rules.
- 4.1.12. “Originator”** has the meaning set forth in the Nacha Rules. For purposes of this Section 4, Company is deemed an *Originator*.
- 4.1.13. “Receiving Depository Financial Institution” or “RDFI”** has the meaning set forth in the Nacha Rules.
- 4.1.14. “Receiver”** has the meaning set forth in the Nacha Rules. For purposes of this Section 4, a Supplier is deemed a *Receiver*.
- 4.2. ACH Options** – Company may choose between the following two (2) options made available by American Express through the Service: (i) the ACH File Service whereby American Express generates ACH Files for processing by Company’s Suppliers in the United States or (ii) the ACH Payment Service whereby Company may make ACH Payments through the Portal to Company’s Suppliers in the United States. Company acknowledges and agrees that once it communicates its decision to American Express, it will not be able to change its election thereafter. Company further acknowledges and agrees that the aggregate amount of ACH Payments it may process over a given period of time through the ACH Payment Service may be subject to certain limitations as set by American Express in its sole discretion. Contact your American Express representative for additional details.
- 4.3. ACH Fees** – Company shall pay to American Express the Fees applicable to the ACH File Service and the ACH Payment Service as set forth on Exhibit A attached hereto and in accordance with Section 2.8 herein.
- 4.4. ACH File Service**
- 4.4.1.** Upon request by Company, American Express will create a Nacha-compliant file containing the details of the payment requested by Company (the “ACH File”) that is made available for the Company to download

through the Portal (the “**ACH File Service**”). Once downloaded, Company can then submit the ACH File to its bank for processing on the Company’s bank account. American Express does not initiate or process any ACH Payments through the ACH File Service.

4.4.2. Company is solely responsible for providing complete and accurate information required for American Express to create the ACH File, including, but not limited to, required authorizations. Company acknowledges and agrees that American Express assumes no liability for any communication from Company to American Express or for any communication to Suppliers on Company’s behalf or at the direction of Company. American Express is not responsible for the content or format of ACH Files. Company agrees that it shall indemnify American Express from and against any and all losses arising directly or indirectly from any errors contained in any ACH File or an inability to process payments by any third party due to errors contained in any ACH File prepared in accordance with information provided by Company.

4.4.3. Stop Payment, Reversals and Recalls – Company acknowledges and agrees that American Express does not have any ability or obligation to honor any request for a stop payment, reversal or recall of ACH Files or payments once an ACH File has been submitted by Company to its bank.

4.4.4. Problems with Goods or Services – Company agrees to resolve any disputes concerning goods or services paid for using the ACH File Service directly with the Supplier.

4.5. ACH Payment Service

4.5.1. Obligations

4.5.1.1. Company represents and warrants that (1) any of its and its Suppliers’ bank accounts selected for the ACH Payment Service will have been established in the United States primarily for business purposes and not for personal, family or household purposes, (2) it will provide complete and accurate information regarding its and its Suppliers’ bank accounts and ACH Payments (including ACH Instructions), including, but not limited to, Supplier authorizations required under the Nacha Rules to initiate such ACH Payments to Suppliers, (3) it will execute and maintain a written agreement with each Supplier authorizing Company in accordance with the Nacha Rules, to initiate credit ACH Payments to Receiver’s designated bank account, (4) any such written agreement and authorization have not been terminated or revoked on the date any ACH Instructions are submitted by Company to American Express to initiate an ACH Payment to the relevant Supplier, and (5) Company will immediately take the necessary action to cause the Portal to reflect (i) any change to Supplier’s bank account or RDFI information or (ii) notice if a Supplier revokes its authorization to receive ACH Payments from Company or otherwise terminates its written agreement with Company. Company acknowledges and agrees American Express assumes no liability for any communication to Suppliers on Company’s behalf or at the direction of Company.

4.5.1.2. Company hereby agrees that the ACH Payment Service will be used exclusively by Company, for payments owed by Company to its Suppliers, and not for payments by third parties to any such Suppliers.

4.5.2. ACH Payments

4.5.2.1. Rules – By electing to use the ACH Payment Service and requesting an ACH Payment, Company acknowledges that Company is the Originator with respect to each ACH Payment requested by Company, and Company agrees to assume the obligations and responsibilities of an Originator under the Nacha Rules. Company understands that an ACH Payment will be transmitted through the ACH, and Company’s rights and obligations concerning an ACH Payment are governed by, and construed in accordance with, the laws of the State of New York. Company further acknowledges that ACH Payments may not violate, and that it will not request ACH Payments in violation of, the laws of the United States, including, without limitation, the sanctions, laws, regulations and orders administered by OFAC, FinCEN and any state laws, regulations or orders applicable to ACH Payments. Company agrees to be bound by and comply with the Nacha Rules, including, but not limited to, Article 5 thereof, and represents and warrants that it has read and understands all Nacha Rules (inclusive of amendments) applicable to Company. Company acknowledges that, under the Nacha Rules, credit given by an RDFI to a Receiver pursuant to an ACH credit Entry is provisional until receipt by the RDFI of final settlement. Company also acknowledges that it has received notice of such rule and of the fact that if such settlement is not received by the RDFI, the RDFI will be entitled to a refund from the Receiver (*i.e.*, the Supplier) of the amount credited, and Company will not be deemed to have paid the Supplier the amount of such ACH Payment.

4.5.2.2. Authorization – In order for Company to pay a Supplier using the ACH Payment Service, Company will provide American Express with the requested information regarding the Supplier and authorizes (i) American Express and its ODFI to originate a debit Entry to Company’s bank account to remit funds in the amount set forth in the ACH Instructions and (ii) Company’s ODFI to originate a credit Entry to Supplier’s bank account identified in, and in the amount set forth in, the ACH Instructions, less any fees or other withholdings owed to American Express or other third parties, in each case, in accordance with the terms and conditions of this Addendum. Company must retain and provide American Express with all banking information and consents and authorizations required under the Nacha Rules, or as may otherwise be required by American Express.

4.5.2.3. ACH Payment Process – American Express is not responsible for the content or format of ACH Instructions, and Company acknowledges and agrees that it is solely responsible for the accuracy of all information and instructions provided to American Express, including payment amounts and any bank account information of Company or Supplier. Company acknowledges that once submitted, ACH Instructions may not be amended or modified.

With respect to each ACH Payment requested by Company, Company acknowledges and agrees that it is making all representations and warranties under the Nacha Rules applicable to an Originator and ODFI with respect to each ACH Payment.

American Express agrees that promptly after it receives completed ACH Instructions from Company, it shall originate a debit Entry to Company’s bank account to remit funds in the amount set forth in the ACH Instructions and deposit into the American Express Designated Account such funds to cover the payments requested in such ACH Instructions. ACH Instructions received by American Express prior to 5:30 P.M. (MST) on a business day shall be submitted to originate such debit Entry on the same business day, otherwise, any ACH Instructions received after 5:30 P.M. (MST) on a business day or on a weekend or holiday will be submitted on the next business day. Following confirmation that sufficient available funds have been deposited into the American Express Designated Account, American Express will submit your ACH Instructions to the ODFI to initiate a credit Entry to credit the Supplier’s bank account held at the RDFI. Any insufficiency in available funds in your bank account to cover your ACH Payment obligations under this Addendum may result in a delayed payment or non-payment to your designated Suppliers. The ACH Payments to Suppliers will generally occur within 72 hours after receipt of Company’s ACH Instructions,

subject to our confirmation that sufficient available funds have been deposited into the American Express Designated Account. American Express is not responsible for any fees assessed by Company's bank for the electronic funds transfer, wire or deposit of funds into the American Express Designated Account, including, but not limited to, fees charged for insufficient funds in Company's debited bank account. American Express or its ODFI (i) may terminate or suspend this Addendum (in whole or in part) and Company's ability to originate ACH Payments immediately for breach of the Nacha Rules and (ii) may audit Company for compliance with the terms and conditions of this Addendum and the Nacha Rules.

4.5.2.4. Rejections; Returns – American Express will promptly notify Company of any ACH Instructions that American Express, the ODFI or the ACH rejects, or of any ACH Payments that are rejected or returned by the RDFI or the ACH. Company will be responsible for any correction of ACH Instruction errors. Company will reimburse American Express for any losses arising directly or indirectly from any returns, rejections or other reversal of any ACH Payment. Company agrees to make payment to the ODFI for any ACH Payments accepted, rejected or returned by the RDFI to the extent the ODFI does not receive payment from American Express.

4.5.2.5. Stop Payment, Reversals and Recalls – Once an ACH Payment has been initiated, American Express does not have an obligation to honor any request for a stop payment, reversal or recall of ACH Instructions or ACH Payments. However, if Company does make such a request within 24 hours of Company's submission of the relevant ACH Instructions to American Express, American Express will use commercially reasonable efforts to transmit such a request to the ODFI, provided that the request is made in sufficient time and in an appropriate manner to permit American Express to act upon it and in all cases in accordance with the Nacha Rules. Company will reimburse and indemnify American Express from and against any and all losses or claims arising directly or indirectly from compliance with such request.

4.5.3. Consent and Authorization – Company hereby consents and authorizes American Express (i) to enable the ACH Payment Service as a service for Company and (ii) to share, release, communicate and provide to third parties, all relevant information and documentation received from Company pertaining to Company and its Suppliers (collectively, "Information"), including, without limitation, with respect to ACH Payments, that is necessary to effect the Service for Company. Company acknowledges that it may be necessary for a third party to have access to Information in order to effectively provide the Service to Company. Company agrees that except as otherwise expressly set forth in this Addendum, American Express will not provide notification to Company or its Users with respect to delivery of such Information to third parties and American Express has no responsibility or liability to verify what such third parties will do with Information provided by American Express. Company shall provide no less than 15 days' prior written notice to American Express of Company's intent to terminate this consent and authorization.

5. Payment Method – Virtual Card Payments

5.1. Definitions – The following additional definitions shall apply to this Section 5:

5.1.1. "Token Delivery" has the meaning set forth in Section 5.3.2.

5.1.2. "Token Number" means the fifteen (15) digit token number generated by American Express for each virtual card payment initiated by Company through the Service.

- 5.2. Card Tokenization Service for American Express® Corporate Card and Business Customers** – Company may make virtual card payments by sending or causing to be sent Token Numbers to its Suppliers in the United States through the Service. All Token Numbers processed through the Service shall be settled against your American Express Account in accordance with your Agreement. American Express shall process Token Numbers initiated by Company through the Service in accordance with the “Card Tokenization Service” description set forth in the American Express Payment Services Client Agreement which Company shall accept in connection with utilizing the Service.
- 5.3. Card Tokenization Service for American Express® Corporate Purchasing Card Customers**
- 5.3.1.** Company may make virtual card payments by sending or causing to be sent Token Numbers to its Suppliers in the United States through the Service. All Token Numbers processed through the Service shall be settled against your American Express® Corporate Purchasing Card account in accordance with your Agreement. Company hereby agrees that (a) all virtual card payments shall be subject to, and Company hereby agrees to be bound by, the terms and conditions of, the Agreement (b) the Agreement shall be incorporated herein by reference.
- 5.3.2.** Company requests the activation of card tokenization service for its American Express® Corporate Purchasing Card Account for use with the Service in the United States. For each virtual card payment initiated through the Service and authorized pursuant to this Addendum and through the Portal designated by Company, American Express will generate a Token Number that corresponds to your American Express® Corporate Purchasing Card account number and will deliver the Token Number by transmission (“Token Delivery”) to you through the Portal or directly to the Supplier designated by you, as applicable. The Token Number (i) may be a single-use or multi-use number and (ii) may remain valid for a certain amount of time following the date of the Token Delivery, during which time the designated addressee may submit and settle the card payment. The Token Delivery may include, among other things, the following reconciliation payment transaction details: (1) date payment issued, (2) pre-authorized payment amount, (3) payment number, (4) invoice-level detail, (5) payment description, (6) payment type: American Express Card, (7) Token Number.
- 5.3.3. Consent and Authorization** – Company hereby consents and authorizes American Express: (i) to enable the card tokenization service set forth in this Addendum as a service for Company; and (ii) to share, release, communicate and provide to third parties, all relevant Information received from Company and its Users, in connection with providing the card tokenization services to Company and its Users or providing new benefits, products or services. Company agrees that except as otherwise expressly set forth in its Agreement, American Express will not provide notification to Company or its Users with respect to delivery of such Information to third parties and American Express has no responsibility or liability to verify what such third parties will do with Information provided by American Express. Company shall provide no less than fifteen (15) days’ prior written notice to American Express of your intent to terminate this consent and authorization.
- 5.4. Liability** – Company shall be fully liable to American Express for all charges incurred on each Token Number.
- 5.5. Payment Terms / Settlement** – Company agrees to pay all charges incurred on each Token Number as shown on each consolidated monthly statement issued pursuant to your Agreement in full upon Company’s receipt of the consolidated monthly statement.
- 5.6. Termination of a Token Number** – Company may terminate a single Token Number if requested through the

Portal until such time that a Supplier has received authorization of the Token Number. The termination of an individual Token Number will not terminate the underlying American Express Account. If the underlying American Express Account is terminated for any reason, all Token Numbers created pursuant to such underlying American Express Account will terminate automatically. Upon and after termination of an individual Token Number, any credits posted by American Express in respect of any charges to such Token Number will be posted to the underlying American Express Account.

- 5.7. **Problems with Goods or Services** – Company agrees to resolve any disputes concerning goods or services purchased using a Token Number directly with the Supplier in accordance with the terms set forth in your Agreement.
- 5.8. **Virtual Card Payment Fees** – American Express shall not charge any fee for Token Numbers initiated through the Service.

6. Payment Method – Premium Wire service from FX International Payments

- 6.1. **Premium Wire Service** – Company may make wire payments to its Suppliers in the United States by enrolling in the Premium Wire service which is part of the FX International Payments service. Once enrolled in the Premium Wire service from FX International Payments, you can use the Service to enable Premium Wires as a Payment Method that is available to you through the Service. Company acknowledges that the Premium Wire service from FX International Payments is a separate service provided by American Express and that Company's use of the Premium Wire service is subject to the terms and conditions of FX International Payments.
- 6.2. **Enrollment** – In order to enable the Premium Wire service for use through the Service, Company must enroll as both a customer of the Service and as a Premium Wire customer of FX International Payments and execute and/or accept the terms and conditions applicable to each service. Once enrolled in and enabled for the Premium Wire service on the Service, Company may initiate Premium Wire payments through the Service in accordance with the terms set forth in this Addendum and the terms and conditions applicable to FX International Payments.
- 6.3. **Wire Payments** – Company acknowledges and agrees that it is solely responsible for the accuracy of all information and wire routing instructions provided to American Express, including payment amounts and any bank account information of Company or Supplier.
- 6.4. **Stop Payment, Reversals and Recalls** – Company acknowledges and agrees that American Express does not have any obligation to honor any request for a stop payment, reversal or recall of any Premium Wire payment once a request for a Premium Wire payment has been submitted by Company to American Express.
- 6.5. **Problems with Goods or Services** - Company agrees to resolve any disputes concerning goods or services paid for using the Premium Wire service directly with the Supplier.
- 6.6. **Fees** – In addition to the Fees set forth on Exhibit A attached hereto, Company acknowledges that each Premium Wire is subject to fees established by FX International Payments, as previously disclosed to you. Such fees will be added to the amount of your wire payment, which aggregate amount you agree to pay in accordance with the FX International Payments terms and conditions.
- 6.7. **Servicing** – For any questions, account management or other customer service needs related to the Premium Wire service, please contact your American Express representative.

**EXHIBIT A
FEES**

Service	Fee	
Monthly Subscription Fee	\$200	
Virtual Card Payments	Complimentary	
ACH File Service	Complimentary	
ACH Payment Service	≤ 400 ACH Payments per month	Complimentary
	> 400 ACH Payments per month	\$0.35 per ACH Payment
Check Service	≤ 400 checks per month	Complimentary
	> 400 checks per month	\$1.00 per check