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Reimbursement of Expenses



Service Overview

This Service Guide describes the on-demand services ("Service") available from Emburse Inc. f/k/a Chrome River Technologies, Inc. and its affiliated companies (collectively, "Chrome River") to its customers ("Customer") that is accessed by the Customer over the internet or through an application downloaded by Customer, periodically updated by Chrome River. The Service(s) are described below.

Chrome River Expense

Overview

The Chrome River Expense service

- Functionality that automates the preparation, routing, approval, and processing of expense reports under defined business policies and rules;
- Remote access to the Chrome River software for expense reporting over the internet as a mobile web app on devices that meet the minimum requirement of Expense service;
- Access to the Chrome River Rule Builder for Administrators engine to allow Customers to design rules and update policy as your company needs to grow or change;
- Access to the Expense Pre-Approval module to facilitate company approval of certain costs;
- Credit Card, PCard, and travel expense transaction features;
- Advanced Image Processing including embedded OCR data extraction of expense receipts;
- Access to Chrome River Analytics Business Intelligence & Reporting for an unlimited number of users;
- Daily foreign exchange currency rate imports;
- Availability in multiple languages and currencies;
- Provision of secure data interface for importing or exporting data from Customer internal systems;
- Unlimited data storage and receipt image storage;
- Unlimited user access across Customer's entire organization, in accordance with the terms of Customer's order:
- Online dashboards and self-service inquiries;
- Access to Emburse Cards, subject to Customer's registration with Emburse and acceptance of the legal terms in Customer's order form;
- Implementation services as described in the applicable Order Form;
- Support Services described in the Support for Emburse Services, found here; and
- The Service Level Commitments for Emburse found here.

Direct Pay

Customers of Chrome River Expense Service may subscribe to Direct Pay, Emburse's automatic and electronic payment capability for the end-to-end expense payment process with funding directly into an employee's bank account. The Direct Pay Service consists of the initiation of payment from Customer's bank account through a third party provider to: (1) Reimburse the Customer's expense report and/or (2) Schedule payment to the Customer's corporate card providers for corporate card charges and feeds. For ACH reimbursements, approved expenses are exported as both journal and cost entries to Customer's financial system and into electronic payment files for the bank-to-bank and bank-to-credit card provider transfers.

For approved expenses that were incurred on an employee's corporate card, a separate payment file is created by Direct Pay that sends payments for these amounts directly to the corporate card provider. A built-in reconciliation report lists all transactions being exported, amounts being paid and who is being paid.

- By activating the Direct Pay Service, Customer authorizes Chrome River and its
 third party partner, Global Exchange Payment Solutions, (A trade name of
 Cambridge Mercantile Corp. (USA)) ("Global Exchange"), to initiate payments
 through the Direct Pay Service which will be automatically deducted from the
 financial institution identified by Customer ("Financial Institution"). Customer can
 control and authorize payments by selecting the Direct Pay Export function in the
 Chrome River system.
- Chrome River will initiate, on Customer's behalf ACH debits to the account at Customer's Financial Institution located: (i) in the USA to fully fund a payment request and will process credits to the specified financial institution receiving accounts located in the USA; or (ii) in Canada to fully fund a payment request and will process credits to the specified financial institution receiving accounts located in Canada.
- Customer will be responsible for completion of a Customer agreement with Global Exchange, including provision of all information requested by Global Exchange in order to facilitate the creation of the Customer account. Customer agrees to notify Chrome River in writing of any changes and to reply promptly in writing to any reasonable request for information from Chrome River relating to Customer's account. Customer shall only be required to respond with information in its possession. Customer acknowledges and authorizes Emburse to provide account information and payment instructions to Global Exchange solely as required for Global Exchange to carry out Chrome River's obligations with respect to the Direct Pay Service. Any such information will be treated as Confidential and Proprietary Information of Customer as defined in the Agreement.
- Because these are electronic transactions, funds may be withdrawn from the Customer account as soon as Direct Pay export is performed, and the Customer



will have limited time to report and dispute errors. Customer agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms set forth herein and in the Agreement.

- In the case that the transaction is returned for Non-Sufficient Funds (NSF), Customer understands that Chrome River may, at its discretion, attempt to process the charge again and Customer agrees to an additional charge for each attempt of a returned NSF transaction which will be initiated as a separate transaction from the authorized payment. Customer certifies that the business bank account noted on this form below is enabled for ACH transactions. Customer will reimburse Chrome River for all penalties, fees and other costs incurred by Chrome River in connection with Customer's errors.
- Customer acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Both parties agree to comply with the provisions of U.S. law, and to be bound by NACHA Operation Rules as they pertain to these transactions. Under NACHA rules, Customer is the originator of all ACH Debits and ACH Credits under Direct Pay. As such, Customer represents warrants, and covenants that all payees have authorized entries to their bank accounts and Customer will pay for all ACH Credits.
- Customer represents that (i) the purpose of Customer's use of the Service is for legitimate business reasons only and that the Services will not be used for personal payments; (ii) Customer's beneficiaries will be at least 18 years old and under contract for Services with Customer; (iii) Customer payments to beneficiaries will be for expense reimbursement and payment of corporate credit cards only; (iv) Customer will not use the Service to make any payments in violation of applicable laws relating to online or internet gambling, sweepstakes, raffles, pornography, distribution of illegal substances (including drugs &/or related paraphernalia, fire arms, human organs, explosives, weapons), online pharmacies, multi-level marketing, travel money or quasi cash, alcohol, tobacco, ID services, essay writing services, escort services, collection agencies, distressed property sales, mortgages, payday loans, prepaid cards, products or service providers of spiritual, magical or astrological nature, matrimonial services, materials that incite violence, hatred or racism, bail bond services, pawn shops, payment aggregators, or businesses with excessive fraud or chargebacks.

Emburse Cards

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

• By default, Emburse Cards are pre-funded, though some customers may qualify



- for a line of credit (contingent upon completion and approval of the Emburse Credit application and agreement with the relevant terms of service)
- Payments initiated via the Emburse Card may generate rebates to Customer as set forth in the Order Form and additional terms related thereto.

Folio

Customers of Chrome River Expense Service may subscribe to Folio to automatically extract line item data from hotel and rental car receipts and create an itemized line item ready to be expensed without having to manually key in data. Using eFolio parsing technology, Chrome River will compare a hotel folio or car receipts against a repository of over 50,000 formats to import the line items into Expense.

- Users will forward the email PDF or HTM hotel or car receipt to their Chrome River Expense account upon completion of their travel.
- Chrome River will compare and extract the relevant data, categorize the data by line item and import it to the Expense account.
- Once the expense line items are established, Customers can individually allocate each item according to its applicable general ledger rules.
- If any hotel or car folio cannot automatically be mapped, the template will be added to the library.

Mobile Access

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

Invoice

Overview

The Chrome River Invoice Service includes features that allow Customer to capture, store, match, and approve invoices. The Chrome River Invoice Service consists of the following:

- Functionality that automates the preparation, capture, routing, approval and processing of third party invoices;
- Remote access to the Chrome River software for invoice management over the internet as a mobile web app on devices that meet the minimum requirements of the Chrome River Invoice Service;
- Access to Chrome River's OCR Vision service to provide optical character recognition;
- Access to the Chrome River Rule Builder for Administrators engine to allow Customers to design rules and update policy as your company needs to grow or change;
- Access to Chrome River's elNVOICE mapping tool for uploading supplier invoice data flies in bulk directly into the Chrome River Invoice Service for processing;
- Availability in multiple languages and currencies;



- Provision of secure data interface for importing or exporting data from Customer internal systems;
- Unlimited data storage and invoice image storage;
- Unlimited user access across Customer's entire organization, in accordance with the

terms of Customer's order;

- Online dashboards and self-service inquiries;
- Implementation services as described in the applicable Order Form;
- Support Services described in the Support for Emburse Services, found here; and
- The Service Level Commitments for Emburse found here.

Invoice Capture

As part of the Chrome River Invoice Service, Customer can purchase Invoice Capture, consisting of the following:

- PO Box management and monthly rental to receive paper invoices via postal mail and transfer of all invoices to a scan facility
- Scanning of all received paper invoices;
- Extraction of invoice data and indexing of up to nine (9) configured data fields;
- Quality check of all data fields;
- Uploading of invoice images and data into the Chrome River Invoice Service;
- Automatic routing of invoices within the Chrome River Invoice Service per the defined routing rules;
- 30-day onsite storage of paper invoices;
- Secure shredding of paper invoices following the invoice storage period;
- Weekly return of non-invoice items to Customers via overnight mail, billed to Customer via the applicable contracted delivery service; and
- Retrieval and return of any requested original paper invoice documents prior to final disposition described above, billed to Customer at cost.

B2B Payments

B2B Payments enables Customer to create payment batches and execute payments from the Emburse Service to Customer's supplier across multiple payment methods including bank transfer (ACH), virtual cards via the WEX Bank card, and checks. B2B Payments is available in the United States (USD only). Use of B2B Payments requires a subscription to the Chrome River Invoice Service.

- A Customer must complete an application with WEX to open an account.
 - o The WEX application enables a customer to choose secured or unsecured funding options.
- After approval of Customer's application, WEX will initiate a commercial charge account for Customer pursuant to the WEX customer agreement ("WEX Card").
 Payments initiated via the WEX Card will generate rebates to Customer as set forth in the Order Form and additional terms related thereto.

- A Customer can choose Non-Card Payment Transactions (ACH or check) through the Emburse Service.
 - o Checks: These transactions are initiated by Stripe and will be fulfilled through issuance of written checks via check print/mail vendor and written off of Customer's bank account.
 - o ACH: These transactions are initiated by Stripe, managed by TransferMate, and may be subject to Customer's agreement to applicable TransferMate terms and conditions.

Emburse Adopt

Emburse Adopt is a specialized 3-month program focused on change management, administrator training, user feedback, and system stabilization to help system administrators effectively deploy Emburse solutions for long-term success and user satisfaction. Meet weekly with an Adopt consultant who tailors each session to your needs and goals and provides expert guidance through every key decision. Navigate change with confidence with Emburse Adopt.

Emburse Solution Administrator

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

Emburse Solution Administrator Pro

The Emburse Solution Administrator Pro Service provides ongoing consulting and configuration engagement as well as prioritized support case handling. A designated team of Emburse Solution Administrators (ESA's) will meet with customers periodically to stay abreast of business objectives, propose and demonstrate system behavior options, and implement configuration changes in your Services. The Emburse Solution Administrator Pro Service includes the following:

- Providing ongoing consulting to optimize processes;
- Education on new features;
- Administration support for the system through back-end configuration changes upon Customer's request (as further described below);
- Hands-on assistance with the Customer self-service administration screens; and
- Facilitation of periodic reviews of open support cases (as further described below)

The Emburse Solution Administrator Pro Service covers configuration changes within the scope of the existing deployment footprint. Chrome River will make reasonable efforts to address the identified business requirements within the configurable capabilities of the system without customization to the code base. Any changes that may require code changes are outside the scope of this offering.



Customer will be able to identify up to 4 Authorized Support Contacts (ASC's) and 3 Authorized Change Requestors (ACR's) who will have access to be able to create cases via the Chrome River help center portal. As part of this case submission process, these case submitters will identify whether a case is being submitted to (a) ask a question, (b) report a problem, or (c) request a configuration change. They will also have the ability to specify a Priority of Urgent, High, Normal, or Low, as described below. Chrome River Support Coordinators will verify the chosen case Type and priority and make modifications to the priority to align with the descriptions below, if necessary. Support Engineers will then work "Report a Problem/Issue" cases in the following order, and provide updates for "Report A Problem/Issue" cases in accordance with the frequency identified below:

Priority Order	Case Classification
1	Urgent cases submitted by Emburse Solution Administrator clients
2	Urgent cases submitted by other clients
3	Non-Urgent cases submitted by Emburse Solution Administrator clients
4	Non-Urgent cases submitted by other clients

Priorit y	Description	Scope of Impact	Time to First Respon se	Status Update Frequency	Availability of Support (hours per day x days per week)
Urgent	An incident should be categorized as Urgent if the Services are substantially inoperable and a mutually agreed upon workaround has not been implemented in such a way that the issue has been mitigated, including data or security issues.	Majority of users within a country or business unit	2 hours	Every 4 hours	24 x 7 (English Only)
High	An incident should be categorized as High if a critical product feature stops working, preventing transactions from being imported, created, submitted, approved, processed or extracted or a substantial persistent performance problem exists	Majority of users within a country or business unit	6 hours	24 hours ¹	12 x 5
Normal	An incident should be categorized as Normal if a product feature is not working or an intermittent system performance issue or bug exists	One or more users	24 hours 1	72 hours ¹	12 x 5

	An incident should be categorized as Low if it is a system performance issue affecting a single user, a cosmetic product or documentation error exists which does not impact user operation	One or more users	48 hours 1	Upon request ¹	12 x 5
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¹ Excludes weekends and holidays observed by Emburse.

Emburse Solution Administrator Plus

The Emburse Solution Administrator Plus Service provides ongoing consulting and configuration engagement as well as assistance with support case updates and responses. Emburse Solution Administrator Plus covers all subscriptions and features in place. The Emburse Solution Administrator Plus Service includes the following:

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

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

The Emburse Solution Administrator Plus Service covers configuration changes within the scope of the existing deployment footprint. Chrome River will make reasonable efforts to address the identified business requirements within the configurable capabilities of the system without customization to the code base. Any changes that may require code changes are outside the scope of this offering.

Emburse Analytics

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

^{*} Notifications may be made via the Help Center messaging system, case tracking system, and email.

Emburse Analytics

Emburse Analytics is included with Chrome River Expense and Chrome River Invoice and includes the following:

- Access to a library of pre-built reports and dashboards;
- 1 creator license to create reports, must upgrade to Emburse Analytics; Pro for additional licenses;
- Up to 100 viewer licenses to use reports and dashboards, must upgrade to Emburse Analytics Pro for additional licenses;
- Access to all data for creator and viewers, must upgrade to Emburse Analytics Pro for custom data security;
- User management tool available to Admins to manage user permissions; and
- The ability to present and download data in a detailed or graphical format

Emburse Analytics Pro

Emburse Analytics Pro Service can be ordered for Chrome River Expense and Invoice for an additional fee. When subscribing to both Chrome River Expense and Invoice, Emburse Analytics Pro must be ordered for both Chrome River Expense and Invoice. Emburse Analytics Pro allows for extended reporting functionality beyond the scope of the standard Emburse Analytics reporting functionality. Emburse Analytics Pro includes:

- Up to 100 creator licenses to customize reports and dashboards
- Unlimited viewer licenses to view reports and dashboards
- Enhanced data sets including normalized fields and helpful pre-built calculations
- Ability to request custom data security
- Access to Emburse Analytics reports and dashboards plus more sophisticated prebuilt dashboards using enhanced data, features and functionality
- User management tool available to Admins to manage user permissions
- Ability to schedule reports through a variety of means, including email and SFTP;

Emburse Insight Advisor

- Emburse Insight Advisor can be ordered for an additional fee by Chrome River Expense and Chrome River Invoice who have also ordered the Emburse Analytics Pro Service. It includes up to 100 hours of access annually (described below). When subscribing to both Chrome River Expense and Invoice, Emburse Insight Advisor must be ordered for both Chrome River Expense and Invoice. Unused hours do not roll over. Customer will have access to pooled resources on the Emburse Analytics team who will perform the following activities, one at a time per customer, in the order received via case submissions:
- Create new reports to scoped requirements



- Modify customer created reports & dashboards to scoped requirements
- Modify standard reports & dashboards to scoped requirements
- Provide the service described above Monday Friday, 9am 5pm of the Emburse team members applicable time zone, excluding Emburse holidays.
- Perform the service above primarily by case communication in English
- Provide priority analytics support ahead of customers who have not ordered the Emburse Insight Advisor service.
- Provide 1:1 assistance in 30 or 60 minute increments subject to Emburse Insight Advisor availability

Emburse Connect for Analytics

Emburse Connect for Analytics offers customers access to their data in extract format directly from the database in two ways:

- 1. Direct Snowflake to Snowflake connection for customers who have a Snowflake database.
- 2. Files sent from Snowflake to SFTP server for customers who do not have a Snowflake database.

Emburse Audit Services

The Emburse Audit Services are available for the Chrome River Expense and Chrome River Invoice Services for an additional fee. Emburse Audit includes online review of receipts, policy exceptions and vendor validation by a team of auditors as part of the approval process within Chrome River. English is the supported language for all audit comments.

Emburse Audit

Emburse Audit is a combination of Emburse's powerful rules engine and people who review the identified items.

- The Emburse Audit Service includes a highly configurable business rules engine
 as well as configurable approval routing workflows,, and merchant verification, to
 assist with compliance. Those items are then routed to a team of independent
 human auditors for review.
- Once routed, independent human auditors will audit the targeted expense reports as the first step in the Customer's approval process of the expense report. Expense Audit consists of the following:
 - o Validation of data points including date, amount, currency, expense type classification, VAT/Tax amount (subject to configuration of VAT/Tax rules in the Service) and merchant;
 - o Receipt substantiation, consisting of receipt verification to ensure that receipts are attached, legible (including amount, currency, date, and merchant) and match the expenses listed in the expense report.
 - o Review of items flagged as duplicates across the organization:



- o Review of items when the OCR data points do not match the line item;
- o Review of a report submitters response to a policy compliance warning to determine legibility or validity of business explanation
- Review of expense itemizations and receipt details for hotel expenses per Customer's travel policy
- o Verification that the number of attendees identified on a report (if required) matches the number of guests on the receipt (if displayed);
- o Review of designated expense type classifications identified by Customer during the setup process to validate the associated business reason and inclusion of non-allowable items.
- o Returning line items to the expense owner within seventy-two (72) hours of submission or resubmission of the expense report with instructions as provided by Customer in the event a required receipt is missing or illegible. Customer may configure the Service to return an expense report to an expense owner or to provide alternate treatment in the approval flow.

Invoice Audit

The Invoice Audit reviews selected invoices submitted into Chrome River Invoice and consists of the following:

- Review of each invoice validating the invoice amount, VAT amount, and VAT registration number;
- Verification that the required invoice images are included on the record;
- Invoices flagged as duplicates will be validated. Comments will be provided verifying valid invoices. Duplicate invoices will be returned to the Customer will comments for further review or deletion:
- Validation that the OCR invoice data matches the transaction; and
- Return any invoice transactions to the submitter in the event that any data is incorrect.

Emburse Assistant Pro

Emburse Assistant Pro is in-application user support for an additional fee. It includes in-application chat, supported by a team of live agents employed by one of Emburse's sub-processors. The chat service is available to respond to user's and approver's questions. The agents will respond to chats within three minutes; they also have the ability to screen share within the chat application; and can initiate a VOIP conversation if needed. Usage statistics are captured by the chat service and are shared with the Customer on a regular basis. As part of the Emburse Assistant Pro Service, Customer is also required to share any changes being made to the configuration or policy that affect users or approvers.

Emburse Assistant Pro Setup

The Emburse Assistant Pro Service provides user support using chat, co-browsing and audio calls staffed by agents. Customers who subscribe to the Emburse Assistant Pro Service are required to provide policy, configuration and detailed setup details to the



Emburse team, allowing them to document the details for the agents. An escalation point of contact is also required. Depending on the complexity of the setup, it may involve video call sessions of up to five hours.

Emburse Go Premier

Emburse Go Premier is a travel companion app custom branded for an organization for use by their travelers/employees to aggregate all of their travel itineraries such as air, hotel, car, rail, and ground transport, and to manage on trip events such as restaurant reservations, meetings, and others. The app offers contextual, personalized messaging to traveling employees through automated flight alerts and customer-initiated messaging regarding travel policy, benefits and other timely and relevant information. The app provides robust destination information and easy access to preferred suppliers including online booking tools (OBTs), travel management companies (TMCs), Duty of Care providers, corporate card and expense solution providers.

Purchase of Emburse Go Premier includes access to:

- iOS mobile app for employees; and/or
- Android mobile app for employees
- Portal for desktop for company administrators such as travel managers

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

The app is customized for each customer as follows:

- Branding the app is branded using each customer's branding, logo, color scheme and images
- App Distribution:
 - o iOS in the Apple unlisted App Store or MDM/Enterprise App Store
 - Android in the public Google Play Store or MDM/Enterprise App Store
- Company travel program & policy information
- Top Destinations configurable: company most traveled to destinations
- Contacts: Click to call, chat or email with agent & external suppliers (safety, service, company service) & 'how to get help' guide
- Display hotel amenities and/or negotiated benefits in Hotel Detail Screen & Top Destinations

Additional features include:

- Itinerary aggregation based on:
 - TMC PNR Feed (1 included) with real-time updates
 - Unlimited email parsing
 - Manually added items
- Messaging center: displaying TMP configured targeted messaging, standard



- alerts, notifications, & reminders
- Risk & Safety: integration with Riskline for health, safety and COVID related information and entry restrictions. Configurable for other suppliers at potential extra costs like GeoSure for neighborhood, lgbtq+, women's safety overview
- Transportation Guidance: Public Transport, Taxi, Train, Ride Sharing, walking including cost estimate (preference and order as configured in portal)
- Carbon Footprint: displayed in flight, hotel and car rental detail screens & overview in menu, standard methodology based on Greenhouse Gas Protocol and configurable for other sources
- Corporate Single Sign On based on OKTA, Microsoft MSAL or SAML 2.0
- Discover: Maps, POIs such as restaurants, atms, gyms, and directions
- Employee feedback (survey & feedback loop)
- Share Itinerary
- Multiple language support (7) (default: ENG)
- Traveler Profile: contains home country (point of sale), preferred currency and cuisine preferences
- Calendar integration (from native phone into timeline)
- Company branded landing website about the travel app and company branded onboarding emails
- Useful links: can be added in separate section or directly in menu options
- Carbon Footprint corporate specific calculation: displayed in flight, hotel and car rental detail screens & overview in menu
- Frequently Asked Questions
- Reporting adoption, engagement, influence & sustainability

Chrome River AmTrav

The Chrome River Travel Transaction is a trip booked online using the Chrome River AmTrav Online Booking Engine that contains any combination of air, car, hotel, and/or rail segments booked at any time on the same itinerary, per traveler included in the booking.

Access to the Emburse Travel Service is subject to a fee of **\$29.00** for each travel booking done through a live agent call-in service. This additional fulfillment or travel agent fees is levied by the AmTrav Management Company to Customer directly.

The AmTrav Service is an Emburse offering utilizing a third party vendor. The AmTrav Service includes the following:

- Functionality that automates the preparation, routing, approval, and processing of travel reservations (such as airline, hotel, rail and car rental) under defined business policies and rules;
- Pre-Trip approval by manager;



- Unused ticket tracking;
- The ability to load discount codes corresponding to negotiated rates available to the Customer:
- Lowest logical fares for flexibility and cost-savings;
- The ability for employees to manage their personal travel profile information including preferences and travel reward programs;
- Integrated access via the Chrome River Expense Service;
- Travel desk support available 24 hours per day, 7 days a week;
- Support Services are as described in the Support for Emburse Services;
- Service level commitments are as described in the Service Level Agreement;
- Implementation of the Service including:
 - o Designated Implementation Coach to manage all aspects of the Implementation process;
 - o Chrome River system provisioning and new account activation;
 - o Implementation project plan including dates and deliverables by team;
 - o Configuration and Delivery of all Integration Services included in the Service or ordered by Customer;
 - o Chrome River system testing and client review;
 - o Chrome River system Go-Live event with Employee at Manager support; and
 - o The Emburse Travel Service includes Chrome River Administrator training services and access to free training services for all Authorized Users through the Chrome River Training Camp. Additional training can be provided for an additional charge.

Chrome River User Acceptance Testing (UAT) Environment

Customers of Chrome River Expense and/or Invoice Service may subscribe to the Chrome River UAT Environment to safely test functionality and mimic new production in a lower risk environment, before making changes to their live instance of Chrome River.

- UAT Environment can only be accessed via web-application.
- System Refreshes: Data from live environment is copied to the UAT environment, ensuring the customer can perform testing in the UAT Environment with full confidence that their changes will perform identically in their live environment.
 - Note: Some integrations including Direct Pay and Wise Payments may not be fully testable in the UAT Environment if the recipient of the data does not have a corresponding test environment.
- Once testing is approved in the UAT Environment, the Customer may work with Emburse to push the changes to production where they cannot do so themselves.
- Customers are entitled to up to four system refreshes per year in which all live data
 of the past six months (excluding transactions and receipts) will be copied to the



UAT Environment.

- Customers must submit refresh requests through Salesforce
 - Chrome River Support team will execute all refreshes

Training

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

Other Services

Additional ancillary services are available for additional fees if and when ordered under a mutually acceptable order between Chrome River and a customer.

Updates

Chrome River will perform and schedule all Updates to such software, in its reasonable discretion and at its expense. An "Update" means each code modification of the applicable Chrome River application software hosted by Chrome River and used to provide the Service Ordered under a mutually acceptable agreement between Chrome River and Customer.

Implementation Plans

Activate Implementation Service Packages

The Services ordered hereunder include implementation using the Activate methodology. The scope and project for such implementation is subject to the description set forth at: Activate Implementation Description.

Best Practice Implementation Service Package

Expense: The Chrome River Expense Service ordered includes implementation using the Best Practice Implementation methodology. The scope and project for such implementation is subject to the description set forth at: Best Practice Implementation Description (Expense). Invoice/PO: The Chrome River Invoice Service ordered hereunder includes implementation using the Best Practice Implementation methodology. The scope and project for such implementation is subject to the description set forth at: Best Practice Implementation Description (Invoice/PO).

Tailored Implementation Service Package

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



Implementation Project Duration

The maximum duration for the project is one (1) year and at that time the project will be marked as completed and closed.

Subscription Plans

Transactional - Metered Monthly Plan

Notwithstanding anything to the contrary in the Agreements, Customer will be invoiced the Overage Fee for each excess Transaction at the end of each Monthly Period in the Subscription Term. Excess Transactions will accrue at the end of the Monthly Period if all actual Transactions submitted into the Service exceed the monthly Quantity.

Transactional - Metered Annually Plan

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

Submitter Plan

Notwithstanding anything to the contrary in the Agreements, the Subscription Fee for the Services ordered above is based on the number of Expense Owner's identified above as the Quantity and includes unlimited number of Transactions submitted for such Expense Owner by an Authorized User. The Subscription Fee will be invoiced as described above for each Billing Period. Overage Fees will be assessed and invoiced each month.

Unlimited (Employee) Plan

Notwithstanding anything to the contrary in the Agreements, the Subscription Fee for the Services ordered above is based on the number of Customer's employed Personnel identified above as the Quantity and includes unlimited number of Transactions for such Personnel. The Subscription Fee will be invoiced as described above. No later than thirty (30) days before the end of an Annual Period during the Term, the parties shall review the number of Personnel employed by Customer (the "Review"). In the event the Review identifies a change in the number of Personnel, the parties shall revise the Quantity and associated fees for the Service to reflect the appropriate adjustment to reflect the correct number of Personnel through execution of an Order Form effective as of the anniversary of the Subscription Billing Start Date following the Review (an "Adjustment"). In addition,



the parties shall conduct a Review and Adjustment in the event of an organizational change within Customer (including but not limited to mergers, acquisitions, downsizing, or hiring) ("Org Change") which results in a 10% or greater increase or decrease in the number of Personnel. Customer agrees to provide Chrome River written notice of any such change within thirty (30) days after such Org Change.

Unlimited (Professional) Plan

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

Unlimited (Faculty) Plan

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

Plan Definitions



- a. "Annual Period" means each 12-month period beginning on the Subscription Billing Start Date specified above.
- b. "Billable Personnel" means all Personnel whose work time Customer may charge to a third party.
- c. "Billing Period" means monthly beginning on the Subscription Billing Start Date; provided that for the Abacus Reach product the Billing Period shall mean the Annual Period as defined in an Order Form.
- d. "Expense Owner" means Customer's Personnel who submit as an Authorized User (or have submitted on their behalf by an Authorized User) Transactions.
- e. "Faculty" means all Personnel who are full-time faculty members of Customer.
- f. "Go-Live Date" means: (i) for the Expense Service, that date on which Customer submits, approves, and extracts an Expense Transaction from its production version of the Service; (ii) for the invoice Service, that date on which Customer submits, approves, and the extracts an Invoice Transaction from its production version of the Service; and (iii) for Managed Services, beginning on the Customer's Go-Live Date for the applicable Primary Service to which it pertains and continuing thereafter for each Billing Period during the Subscription and/or Renewal Term.
- g. "Managed Services" means the Emburse Solution Administrator, Emburse Insight Advisor, and/or the Audit Service ordered under an Order Form.
- h. "Personnel" means the employees, contractors, agents, partners, or shareholders of Customer (as applicable) who are bound by confidentiality obligations at least as restrictive as those set forth in the Agreement and will have access to or use of the Service as an Authorized User.
- i. "Primary Service" means the Chrome River Expense or Invoice Service(s) ordered under an Order Form.
- j. "Subscription Fee" means the recurring fee set forth above for subscription-based services ordered under an Order Form.
- k. "Transaction", for each Service identified below, means:
 - Expense: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - ii. AppZen: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - iii. Audit (Receipt and Policy): An expense report with respect to which Emburse performs an audit as reflected by the Service; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
 - iv. Invoice: A vendor payment request.



- v. Folio: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
- vi. Purchase Order: A purchase order or requisition.
- vii. Transferwise Domestic: a payment initiated by Customer and paid to a payee in a single currency through the Transferwise Service.
- viii. Transferwise Cross-border: a payment initiated by Customer in one currency and paid to a payee in a different currency through the Transferwise Service.
- ix. TripLog: An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.

k. "Usage Metric" means a Transaction unless otherwise specified in the Services Ordered table in an Order Form for a specific Service.

Security

Third-Party Audits and Compliance Standards

SOC 1 and SOC 2 Type 2 Audits

At least annually and at no expense to Customer, Chrome River conducts both SOC 1 (ISAE3402/SSAE18) and SOC 2 (AT Section 101) Type 2 audit of controls relating to the Service, which audits will be performed by an independent certified public accounting firm. Upon Customer's request, Chrome River will provide Customer with copies of documentation relevant to such audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

ISO 27001 Audit

At least annually and at no expense to Customer, Chrome River conducts an ISO 27001 audit of its operations relating to the Service, which audit is performed by a qualified independent third party in accordance with the requirements of ISO 27001. Upon Customer's request, Chrome River will provide Customer with a copy of its ISO 27001 certification subject to applicable regulatory restrictions and confidentiality obligations

PCI-DSS Compliance

Chrome River will maintain policies, practices and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service and will, on an annual basis, attest to the same. Upon Customer's request, Chrome River will provide Customer with copies of its PCI-DSS attestation, subject to regulatory restrictions and confidentiality obligations.



Security

Security Policy

Chrome River maintains an information security policy that is approved annually by Chrome River management and published and communicated to all Chrome River employees and relevant third parties. Chrome River maintains a dedicated security function to design, maintain, and operate security within the organization. This function focuses on developing policy and procedures for system integrity, risk acceptance, risk analysis and assessment, risk evaluation, risk management and treatment, and statements of applicability.

Systems Security

Chrome River maintains appropriate system security for the Service in accordance with commercially reasonable industry standards and practices designed to protect Customer Data from theft, unauthorized disclosure and unauthorized access. Such systems security includes, among other things, the following practices and procedures with respect to the Service:

Firewalls

Chrome River maintains commercially reasonable internet-industry standard firewall protection for all of the networks, databases, and computer systems utilized by Chrome River in performing the Service. Chrome River updates its firewall software promptly following the availability of updates by the software provider.

Intrusion Detection

Chrome River maintains a host-based intrusion detection system to detect unwanted or hostile network traffic.

Encryption of Transmitted Data

Chrome River uses commercially reasonable internet-industry standard secure encryption methods designed to encrypt communications between its server(s) and client browser(s), and between its servers and Customer's server(s).

Encryption of Stored Data

Chrome River uses commercially reasonable internet-industry standard secure encryption methods for the entire Chrome River database using AES-256-bit block level encryption tool. In addition, sensitive data, including credit card numbers, and bank account numbers are further encrypted within the database to provide a second layer of protection.



Vulnerability Management

Chrome River maintains appropriate practices designed to protect Customer Data from system and application vulnerabilities, including:

- External Infrastructure Scanning: Chrome River conducts quarterly external infrastructure scanning providing information to an external reporting tool through a qualified independent scanning vendor.
- Internal Infrastructure Scanning: Chrome River performs internal infrastructure scanning through the use of embedded adaptors within its infrastructure providing information to an external reporting tool through a qualified independent scanning vendor.
- External Penetration Test: On an annual basis, Chrome River conducts an
 application penetration test with respect to the handling of data relating to the
 Service and to assess the protective controls in place to prevent unauthorized
 access, which assessment is performed by a qualified independent third party.
 Reports are made available to Customer on an annual basis, upon written
 request.
- Application Vulnerability Scanning*: Emburse performs application vulnerability scanning for all SaaS applications weekly.
- Interactive Application Security Testing: Chrome River performs application vulnerability scanning on the Service on a continuous basis utilizing an interactive assessment tool.
- Malware Scanning: Chrome River performs anti-Malware scanning on externally accessible servers utilized in performing the Service, under a central management platform.
- Patch Management: Chrome River uses a patch management process and toolset to keep all servers up to date with appropriate security and feature patches.
- Documented remediation process: Chrome River uses a documented remediation process designed to timely address all identified threats and vulnerabilities with respect to the Service.
- Secure Coding Practices: Chrome River uses secure coding practices focused on OWASP standards as well as automated analysis and software testing as part of Emburse's deployment and quality assurance program.

Access Control

The networks, databases, software, and computer systems of Chrome River employed in performing the Service are protected by a user name and password system which requires strong passwords which meet industry guidance for strong password

^{*}Specific to Emburse Go.



construction and maintenance. Where appropriate, commands requiring additional privileges are security logged (with time and date) to enable a complete audit trail of activities. Chrome River promptly terminates all credentials and access to privileged user accounts of a Chrome River employee upon termination of his or her employment.

Physical and Environmental Security

Chrome River's hosting provider limits access to the hosting facilities utilized in performing the Service to employees and employee-accompanied visitors using commercially reasonable internet-industry standard physical security methods. At a minimum, such methods include visitor sign-ins, restricted access key cards or locks for employees, limited access to server rooms and archival backups, and burglar/intrusion alarm systems. Access to all data centers require multi-factor authentication which is limited to authorized personnel reviewed on a monthly basis.

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

Security Incident Management

Chrome River maintains security incident management policies and procedures, including detailed security incident escalation procedures. Chrome River will notify Customer within seventy-two (72) hours of its discovery of a security breach of the Service that results in the unauthorized disclosure of Customer Data ("Security Breach"). In the event of a Security Breach, Chrome River will promptly perform an investigation, take appropriate remedial measures, and provide Customer with the name of a single Chrome River security representative who can be reached with security questions or security concerns twenty-four (24) hours per day, seven (7) days per week, during the scope of its investigation.

Backup/Archival

Chrome River performs full backups of the database(s) containing Customer Data no less than once per day without interruption of the Service. Chrome River also provides secure on-site archival storage of all backups of the database(s) containing Customer Data.

Disaster Recovery

Chrome River maintains a disaster recovery plan in place for the hosting location from which the Service is performed. Chrome River will provide Customer with a copy of its then-current disaster recovery plan promptly following Customer's written request for the same. Chrome River will notify Customer regarding the occurrence of any disaster where the disaster recovery plan is invoked. If Chrome River's disaster recovery plan is invoked, Chrome River will (a) execute such plan and restore Service to the Service

^{*}Specific to Emburse Go.



Availability service level described in the Customer agreement in accordance with the requirements of such plan, but no more than one

(1) day after invoking such plan subject to hardware availability, and (b) Customer will be treated with at least equal priority as any other Chrome River customer of the Service.

Business Continuity

Chrome River maintains a business continuity plan that is tested on an annual basis to assist in reacting to a disaster in a planned and tested manner. Chrome River will provide a copy of its then-current business continuity plan promptly following Customer's written request for the same.

Reimbursement of Expenses

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