



SUPPORT SERVICES ADDENDUM

This Support Services Addendum (SSA) is supplemental to and is incorporated by reference into the Agreement between the Emburse and Client. Unless otherwise set forth below, capitalized terms not defined in this addendum, shall have the meaning set out elsewhere in the Agreement.

1. SCOPE OF SUPPORT SERVICES. Emburse will use commercially reasonable efforts such that the SaaS Services will be functional, performant and accessible by Client. During the Term for the Applicable SaaS Services (defined below), Emburse will provide Client with the following standard support services:

1.1. Technical Support. Client will designate up to three (3) individuals to act as designated support contacts for the SaaS Services (“Support Contacts”). Designated Support Contacts will be administrators within the Client organization and act on behalf of the members of their organization (including on behalf of end users). Emburse will provide Client's Support Contacts with access to a technical support web site for the Applicable SaaS Services to access an online knowledge base, frequently asked questions, online training services and to submit service requests.

1.2. Incident Response Levels. Emburse will use commercially reasonable efforts to acknowledge and verify submitted support cases identified as set forth below. Emburse reserves the right to: (a) assign and re-assign the priority of an incident to render it consistent with these definitions, and (b) re-assign the case type after assessment if the request is determined to be an enhancement or functionality request.

Priority	Description	Scope of Impact	Target Time to First Response	Support Hours ¹
Level 1 -Urgent	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	24 x 7 (English only) ³
Level 2 - High	A critical product feature stops working, preventing transactions from being imported, created, submitted, approved, processed or extracted or a substantial persistent performance problem exists		6 hours	8 x 5 ²
Level 3 - Normal	A product feature is not working or an intermittent system performance issue or bug exists.	One or more users	24 hours ¹	8 x 5 ²
Level 4 - Low	A system performance issue affecting a single user, a cosmetic product or documentation error exists which does not impact user operation		48 hours ¹	8 x 5 ²

¹ excludes holidays observed by Emburse
² excludes weekends
³ applies only to Chrome River and Certify

1.3. Postmortem. In case of a Level 1 incident, Emburse will conduct a post-mortem, including root cause analysis and devise a remediation plan within 5 business days of the occurrence of the Incident. Level 2 Incidents will be conducted on a case-by-case basis.

2. REQUIREMENTS

2.1. Minimum IT Requirements. Client shall comply with the minimum IT configurations listed in the Documentation or otherwise provided by Emburse and except where Emburse provides such hardware and software, shall obtain licenses from any applicable third-party providers as necessary for its own use, and to the extent applicable, for any use or interface with or by Emburse.

2.2. Client Requirements. Client acknowledges that Emburse’s responsibility for provision of Support is conditioned upon Client’s cooperation with Emburse. In addition to Client’s obligations set forth in the Agreement, Client shall: (i) adhere to Emburse’s recommendations and reasonable requirements, (ii) cooperate with Emburse for incident resolution which may include making logs and or resources available, providing reasonable access to Client’s systems, premises and staff, recreating issues as requested, running network traces as well as appropriate communication and acknowledgement of receipt of any information, all in a timely manner, (iii) cooperate with Emburse to carry out any mutually agreed upon action plan provided by Emburse pursuant to a Support call by Client or in connection with any scheduled maintenance, (iv) notify Emburse ahead of time of any changes to Client’s systems, data or usage that might reasonably be expected to impact the delivery of SaaS Services by Emburse.

3. SAAS AVAILABILITY SLA AND CREDIT

3.1. Definitions.

“**Excluded Downtime**” means Excused Downtime and Scheduled Downtime.

“**Excused Downtime**” means that the Service is unavailable due to unscheduled downtime required to provide critical updates to the SaaS Services or due Causes Not Attributable to Emburse (defined below).

“**Scheduled Downtime**” means the total amount of time that the Service is not available to Authorized Users due to scheduled maintenance or updates to the Service performed by Emburse. Scheduled Downtime will not exceed 7 hours per month. Emburse will provide at least 72 hours’ notice of Scheduled Downtime.

“**Service Credit**” means the monetary credit calculated as set forth below, that Customer may claim in the event the SaaS Services fail to meet the SaaS Service Availability SLA.

“**Total Minutes in the Month**” means the total number of minutes measured 24 hours at 7 days per week during a calendar month.

“**Unavailability**” means that the SaaS Service is either not accessible by Customer or functionality is impacted such that an Authorized User is not able to complete a transaction using the Service.

3.2. SaaS Service Availability.

a. Emburse will use commercially reasonable efforts that the SaaS Services will have an average Availability of 99.5% on a monthly basis. “Service Availability” is calculated as follows:

$$Service\ Availability = \frac{(Total\ Minutes\ in\ a\ Month - Excluded\ Downtime) - Downtime}{Total\ Minutes\ in\ the\ Month - Excluded\ Downtime} * 100$$

b. In the event that the SaaS Service fails to meet the Service Availability above in a single month, the Service Credits will be calculated as follows:

Monthly Target Availability Percentage	The portion of the fees paid for the Applicable Unavailable SaaS Service, using the Fees from the preceding month as the basis for calculation
≥ 99.0% < 99.5% uptime	5%
≥ 98.5% < 99.0% uptime	7%
<98.0% uptime	10%

c. For any partial calendar month during which Client subscribes to a SaaS Services, availability will be calculated based on the entire calendar month, and not just the portion for which Client subscribed.

d. To claim a Service Credit, Client must notify Emburse in writing within thirty (30) days after the end of the month in which Emburse’s applicable failure to meet the Services Availability occurred. Service Credit granted by Emburse will

be applied to the Client's future invoice with respect to the Applicable SaaS Service that was Unavailable. If Emburse disputes the claim, it will provide to Client a report documenting the applicable service levels for the month. In no event will the total aggregate Service Credits for a calendar month exceed fifteen percent (15%) of Client's Fees for all Applicable SaaS Services. The remedies described in this Section 3 constitute Emburse's sole liability and Client's exclusive remedy for any failure by Emburse to meet the SaaS Services Availability commitments set forth herein.

e. To the extent the SaaS Services are delivered directly or indirectly to a facility operated by Non-Emburse Provider or to an intermediary platform or Non-Emburse Applications delivery system, Emburse's SaaS Service Availability obligations and responsibilities hereunder shall apply only up to the handoff point but not thereafter.

4. **OUT OF SCOPE.** Support does not include any of the following: (i) development of user-specific customizations, (ii) assistance with Non-Emburse Applications, including implementation, administration or use of third-party enabling technologies, (iii) provision of Professional Services (which if provided by Emburse, are subject to the terms of an SOW), (iv) assistance to Authorized Users accessing from certain countries including China and all countries subject to embargo and/or sanctions by the United States or in violation of any Applicable Laws.

5. **CAUSES NOT ATTRIBUTABLE TO EMBURSE.** Notwithstanding anything to the contrary in this Agreement, Emburse shall not be responsible for the provision of Support in the following situations: (i) the SaaS Services has been changed, modified, or damaged (except with the advance knowledge of Emburse or as otherwise agreed to by Emburse in writing), (ii) an incident is caused by Client's negligence, including programmatic errors, caused by Client or by others under Client's control (iii) an Incident is caused by Client or a Non-Emburse Application or third party hardware not attributable to Emburse, (iv) Client has failed to comply with any of its obligations under the Agreement or Emburse's reasonable instructions including any action plan provided pursuant to a Support call or in connection with any scheduled maintenance which would have corrected the incident, (v) the SaaS Services have been used for a purpose other than the specific purpose for which they are designed or authorized for use hereunder, or (vi) Force Majeure.

6. **APPLICABLE SAAS SERVICES:**

This SLA applies to the following services: Chrome River, Cards, Spend, Certify Expense, Abacus, SpringAhead, Tallie, and Nexonia (each "Applicable SaaS Service" and collectively "Applicable SaaS Services").

7. **SSA LAST UPDATE DATE:** July 1, 2024