

Emburse Spend/Third Party Payment Services - Supplemental Terms

These Supplemental Terms and Conditions for the Emburse Spend Service/Third Party Payment Services ("Joint Services" as defined below) incorporated into and made a part of the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement.

1. Customer acknowledges and agrees:
 - 1.1 The Joint Services provided by Emburse to Customer are subject to a Master Joint Client Services Agreement (MJCSA) between Emburse and PSP, under which PSP has the right to suspend or terminate access to and use of the PSP Payment Services by Emburse and Customer. The availability and functionality of the Joint Services is expressly and wholly conditioned upon Emburse's access to and use of the Third Party Payment Services under the terms of the MJCSA.
 - 1.2 In the event of such suspension or termination of the Third Party Payment Services by PSP, Emburse shall have no liability of any kind whatsoever to Customer for Emburse's non-performance of the Joint Services during such suspension or after termination by PSP.
 - 1.3 In the event of such suspension or termination of the Third Party Payment Services by PSP, Emburse will promptly provide written notice of such suspension or termination to Customer. Upon Customer's receipt of such notice, Customer may avail itself of the following remedies: (i) if suspension of the Third Party Payment Services exceeds thirty (30) consecutive days or the Third Party Payment Services have been terminated, Customer may terminate the Third Party Payment Services portion of the Joint Services upon thirty (30) days prior written notice following Customer's receipt of notice by Emburse of suspension or termination of the notice, and Emburse shall equitably adjust the Fees to reflect the terminated Third Party Payment Services; or (ii) the parties shall mutually agree to an Order under which Customer subscribes to Emburse Spend with the Emburse Card payment service or the services of another card payment services provider as permitted by agreement between Emburse and PSP.
 - 1.4 The rights and remedies set forth in Sections 1.2 and 1.3 above are in addition to all other rights and remedies provided in the Agreement.
2. Customer is wholly responsible for entering into any separate agreements with PSP as required by PSP for Customer's access to and use of the Third Party Payment Services. Emburse shall have no liability of any kind whatsoever for discontinuation of Customer's access to and use of the Third Party Payment Services arising from any agreements between Customer and PSP.
3. Customer acknowledges and agrees that Customer shall use the Joint Services solely for the purchase of, and payment for, goods and services acquired for legitimate business purposes.
4. Customer hereby consents to the transfer of Customer Data by Emburse to PSP and shall cause all Authorized Users to execute written consents to said transfer. In furtherance of the consent provided in Section 4, Customer shall obtain the express prior consent of each natural person whose Personal Data is being collected and transferred to any PSP by Emburse in connection with the provision of the Joint Services, which consent shall be captured by and/or made available to Emburse
5. In addition to the other license rights granted by Customer to Emburse in the Agreement, Customer hereby grants Emburse a limited, fully paid up, non-exclusive, non-transferable (other than as set forth in the Agreement), worldwide right to transfer the Customer Data to PSP for the purpose of PSP facilitating Emburse's and Customer's access to and use of the Joint Services and for PSP's internal business purposes.
6. Customer acknowledges and agrees that Customer, Customer Affiliates and Authorized Users located outside the United States may not access and use the Joint Services.
7. Neither PSP nor any PSP makes any express or implied warranty of any kind whatsoever regarding the Third Party Payment Services. Third Party Payment Services are provided on an "as is," "as available" basis.
8. Company will provide first line support to Customer and Authorized Users for the Service.
9. EMBURSE DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND WHATSOEVER FOR ANY DAMAGES ARISING FROM THE THIRD PARTY PAYMENT SERVICES INCLUDING THE USE, PROCESSING AND STORAGE OF CUSTOMER DATA AND PERSONAL DATA BY THE THIRD PARTY PAYMENT SERVICES. ANY LIABILITY TO CUSTOMER FOR THE THIRD PARTY PAYMENT SERVICES SHALL BE BORNE SOLELY BY PSP AND NOT BY EMBURSE.
10. DEFINITIONS:
 - 10.1 **"Applicable Data Protection Law"** means all legal requirements relating to privacy, data security, data processing, data protection, information systems and data security, encryption, data retention, data deletion, data localization, third party risk management, and confidentiality that are applicable to the processing of Personal Data.
 - 10.2 **"Authorized User"** means any individual to whom Customer or its Affiliates grants access authorization to use the Service, including without limitation an employee, agent, contractor, partner, shareholder, or representative.

- 10.3 "**Customer Data**" means any content, materials, data, and information specific to Customer or its Authorized Users that is entered into the Service by or on behalf of Customer or that Customer derives from its use of and stores in the Service (e.g. Customer-specific reports). Customer Data may contain Personal Data. Customer Data and its derivatives will not include Emburse's Confidential Information.
- 10.4 "**Joint Services**" means the provision of Emburse Spend Service by Emburse and the Third Party Payment Services by PSP which interoperate and exchange Customer Data and Personal Data.
- 10.5 "**PSP**" means a third party payment processing and related services provider that provides Third Party Payment Services to Customer through Emburse.
- 10.6 "**Personal Data**" means: (i) information relating to an identified or identifiable individual, or information that, when combined with such information, can be used to identify an individual or access an account; or (ii) information protected as "personally identifiable information", "non-public personal information", "personal information", "personal data", or any analogous term as defined in any Applicable Data Protection Law.
- 10.7 "**Third Party Payment Services**" means the third party payment processing and related services provided by a PSP which interoperates and exchanges Customer Data and Personal Data with Emburse to facilitate the Joint Services.

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