

SVB Travel and Expense Services

Addendum to Online Banking Agreement

This Travel and Expense Addendum to the Bank Go Online Banking Agreement (this “**Addendum**”) is made by and between **CLIENT** (“**You**” and its variations) and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (“**Bank**”), whose address is 3003 Tasman Drive, Santa Clara, California 95054. Reference is hereby made to that certain Online Banking Agreement, between You and Bank (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

The parties hereby agree to the following supplemental terms relating to the Agreement and any Card Transactions, Card aggregation, Card related expense and accounts payable automation value-added services, set forth in Exhibit A, as amended from time to time, (each a, “**Value Added Service**”), provided by means of the platform (“**Platform Channel**”) operated by Bank’s service provider, Charger Acquisition Co, Inc. d/b/a Emburse (“**Platform Service Provider**”):

1. **T&E Services.** The Value-Added Services and the provision of Value-Added Services via the Platform Channel shall form part of the Online Banking Channel and shall constitute “Financial Services” for purposes of the Agreement and the Terms.

2. **Controlling Documentation**

(a) Your and Bank’s rights and obligations with respect to Value Added Services shall be governed by the Online Banking Channel Agreement, the applicable SVB Card Agreement between You and Bank and any related Platform Channel materials provided to You describing the functionality, use, and operation of the Platform Channel, including without limitation online materials, specifications or forms (the “**Controlling Agreements**”, as may be amended from time to time).

(b) Notwithstanding the foregoing, the Agreement as supplemented hereby shall govern Your use of the Platform Channel except as otherwise expressly provided below.

3. **Platform Channel and Use**

(a) License Grant. Subject to and conditioned on Your and Your Authorized Users’ compliance with all terms and conditions of this Addendum, Bank hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable (except as set forth herein) right to access and use the Platform Channel solely for Your internal business purposes relating to the Value Added Services solely for use by Authorized Users in accordance with the terms and conditions herein. You acknowledge that there are no implied licenses granted under this Addendum, with respect to Your use of the Value-Added Services, other portions of the Online Banking Channel, or otherwise. Bank reserves all rights that are not expressly granted. You may not use the Platform Channel for any other purpose without Bank’s prior written consent. Client grants to Bank and the Platform provider, a non-exclusive, non-transferable, worldwide right to use the Client’s Data as necessary for the limited purpose of providing the Value-Added Service and developing Anonymized Data (as defined below).

(b) Availability: Suspension. You acknowledge that the Platform Channel may be suspended if continued use may result in material harm to the Platform Channel or its Users, or for other reasons as may be determined by Bank or the Platform Service Provider. Bank will attempt to provide you with reasonable notice of the suspension, and will attempt to limit the suspension in time and scope as reasonably possible under the circumstances. You further acknowledge that the Platform Channel may not be available at all times described in the Agreement, the Terms, and/or other applicable terms of use.

(c) No Support; Updates. This Addendum and Your access to or use of the Platform Channel or Online Banking Services does not entitle You to any support for the Platform Channel or Online Banking Services. You acknowledge that Bank or Platform Service Provider may update or modify the Platform Channel and/or other parts of the Online Banking Channel from time to time and, respectively, at Bank’s or Platform Service Provider’s sole discretion (in each instance, an “**Update**”), and may require You to obtain and use the most recent version of the Platform Channel or other component of the Online Banking Channel. Updates may adversely affect how Your software, hardware, or connection services communicate with the Platform Channel or other parts of the Online Banking Channel. You are required to make any changes to Your software, hardware, or connection services that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the Platform Channel and other parts of the Online Banking Channel following an Update, as applicable, constitutes Your binding acceptance of the Update.

(d) Changes. In its sole discretion, Bank may change, suspend, terminate, or discontinue any aspect of the Platform Channel and/or the related part(s) of the Online Banking Channel and/or the content and information provided to You thereby, at any time, including, but not limited to, the availability of any services, information, features, or functions accessible by means of the Platform Channel or the Online Banking Channel. Bank may also impose limits on certain features, functions, or services or restrict access to parts or all of the Platform Channel or the Online Banking Channel without notice or liability to You or any third party.

(e) Use Restrictions. You shall not directly or indirectly do any of the following: (i) copy, translate, disassemble, decompile or reverse-engineer the Platform Channel, or attempt to create the source code from object code of the Value Added Service; (ii) modify or make any derivative works of the Platform Channel or related documentation; (iii) interfere with or disrupt the Platform Channel; (iv) use the Value Service in the operation of a service bureau, outsourcing or time-sharing service; (v) circumvent or disclose the user authentication, or security of the Platform Channel or any host, network, or account related thereto; (vi) access or use the Platform Channel for the purpose of building a competitive product or service or copying its features or user interface; (vii) permit access to the Platform Channel by a direct competitor of Bank, First Citizens Bank, its Affiliates and its Platform Service Provider or its Affiliates; (viii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Platform Channel; or (ix) make any use of the Platform Channel that violates any applicable local, state, national, international or foreign law or regulation. Bank or Platform Service Provider may suspend access to the Platform Channel for violation of any of the foregoing use restrictions.

(f) Accuracy and Reliability of Information. THE PLATFORM CHANNEL AND THE CONTENT PROVIDED THEREBY ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, NEITHER Bank, FIRST CITIZENS BANK, THE Bank AFFILIATES, NOR ITS OR THEIR THIRD PARTY LICENSORS AND SERVICE PROVIDERS, INCLUDING PLATFORM SERVICE PROVIDER, MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER REGARDING (I) THE AVAILABILITY, ACCESSIBILITY, CURRENCY, ACCURACY, OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION AVAILABLE BY MEANS OF THE PLATFORM CHANNEL OR ANY RELATED PART(S) OF THE ONLINE BANKING CHANNEL, INCLUDING PRICES; (II) THE RESULTS TO BE OBTAINED BY YOU OR ANYONE ELSE FROM THE USE OF THE PLATFORM CHANNEL AND/OR ANY RELATED PART(S) OF THE ONLINE BANKING CHANNEL; (III) ANY INFORMATION PROVIDED BY THIRD PARTIES AND ACCESSIBLE ON OR THROUGH THE PLATFORM CHANNEL AND ANY RELATED PART(S) OF THE ONLINE BANKING CHANNEL; OR (IV) THE CONTINUED OPERATION OF THE PLATFORM CHANNEL AT ANY TIME. Bank IS NOT UNDER ANY OBLIGATION TO UPDATE ANY CONTENT, OPINIONS, OR OTHER INFORMATION PROVIDED VIA THE PLATFORM CHANNEL OR ANY OTHER PART(S) OF THE ONLINE BANKING CHANNEL AND ANY VIEWS EXPRESSED AS THE VIEWS OF Bank (OR ITS THIRD PARTY LICENSORS OR SERVICE PROVIDERS) ARE PROVIDED AS SPECIFIED AND MAY BE CURRENT AS AT THE CLOSE OF BUSINESS THE PREVIOUS DAY, REAL TIME OR DELAYED, AND MAY CHANGE WITHOUT NOTICE. THE EXPRESS WARRANTIES SET FORTH IN THIS ADDENDUM ARE THE SOLE WARRANTIES PROVIDED BY Bank, FIRST CITIZENS BANK, THE Bank AFFILIATES, OR ITS OR THEIR THIRD PARTY LICENSORS AND SERVICE PROVIDERS, INCLUDING PLATFORM SERVICE PROVIDER. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, EACH OF Bank (INCLUDING ITS DIRECTORS, AGENTS, EMPLOYEES AND SUB-CONTRACTORS), FIRST CITIZENS BANK, THE Bank AFFILIATES, AND ITS AND THEIR RESPECTIVE THIRD PARTY LICENSORS AND SERVICE PROVIDERS, INCLUDING PLATFORM SERVICE PROVIDER: (I) SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THIS ADDENDUM, INCLUDING WITHOUT LIMITATION, AS TO NON-INFRINGEMENT, ANY IMPLIED WARRANTY (A) OF MERCHANTABILITY, (B) QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, OR (C) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITH RESPECT TO THE PLATFORM CHANNEL, ANY RELATED PART(S) OF THE ONLINE BANKING CHANNEL, AND ANY SERVICES OR THE CONTENT THEREIN; AND (II) DO NOT WARRANT THAT THE PLATFORM CHANNEL, ANY OTHER PART(S) OF THE ONLINE BANKING CHANNEL, OR ANY SERVICES OR CONTENT THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE PLATFORM CHANNEL, ANY OTHER PART(S) OF THE ONLINE BANKING CHANNEL, OR THE PLATFORM OR SERVER ON WHICH IT IS MADE AVAILABLE OR ANY CONNECTED SYSTEM IS FREE OF VIRUSES, TROJAN HORSES, WORMS, SOFTWARE BOMBS, OR SIMILAR ITEMS OR PROCESSES OR OTHER HARMFUL OR MALICIOUS COMPONENTS. NEITHER Bank, FIRST CITIZENS BANK, THE Bank AFFILIATES, NOR ITS OR THEIR THIRD PARTY LICENSORS AND SERVICE PROVIDERS, INCLUDING PLATFORM SERVICE PROVIDER, WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

(g) Authorized Users; Access and Control.

- i. You shall require all Authorized Users to execute an agreement with license and use restrictions consistent with the license and use terms of this Addendum. Such provisions do not have to specifically name Bank or the Platform Channel in order to comply with this Section 3(g) and to be effective. For purposes of this Addendum, **"Authorized Users"** means all Users who are designated by You (or an Administrator) as authorized to access and use the Platform Channel. Authorized Users also include all other individuals and entities, including all agents, contractors, consultants, and their respective employees that You or an Administrator grants any access to hereunder to use the Platform Channel. You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, Your systems, and sole responsibility for all access to and use of the Platform Channel by any individual or entity by or through Your systems or any other means controlled by You or any Authorized User, including any: (1) information, instructions, or materials provided by any of them to the Platform Channel or Bank; (2) results obtained from any use of the Platform Channel or information or materials provided by Bank in connection therewith; and (3) conclusions, decisions, or actions based on such use. This Section 3(f) is not intended to limit or amend any of Your responsibilities or obligations regarding use of the Online Banking Channel by unauthorized third parties, set forth in the Agreement.
- ii. You shall ensure that each Authorized User of the Platform Channel complies with the following requirements: (1) is at least eighteen (18) years of age; (b) is registered under the individual's legal name; (2) has their primary

residence located in the United States; (4) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; (6) is not listed on any U.S. Government list of prohibited or restricted parties; and (7) the bank account(s) and/or payment card(s) registered in the Authorized Users account is owned by such user, is issued in such users name and is in good standing.

(h) Duties Upon Termination. Upon termination of the this Addendum: (a) all rights granted to you under the Addendum shall immediately terminate, in which case Bank or the Platform Service Provider may invalidate the passwords and/or other user identification for you or your authorized users and otherwise deny further access to the Platform Channel; (b) upon Bank or Platform Service Provider request, made within thirty (30) days after such termination, you shall return to Bank or its Platform Service Provider or destroy all Program Channel Property that is in your possession or control; and (c) upon your request made within thirty (30) days after such termination, Bank or its Platform Service Provider will return to you or destroy all Customer Data that is in its possession or control, provided all fees due to Bank have been paid in full. After such 30-day period, each party may destroy any such information of the other party in its possession or control. Termination of the Addendum shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination (including any claim for fees accrued or payable to either party prior to the effective date of termination), and the applicable provisions of this Addendum shall continue to apply to such claim until it is resolved.

(i) Registration. You shall ensure that each Authorized User registers for a user account using accurate and complete information. You shall ensure that such account information is regularly updated by the Authorized Users. You shall not: (1) select or use as a username a name of another person with the intent to impersonate that person; (2) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (3) use, as a username, a name that is otherwise offensive, vulgar or obscene. You will notify Bank immediately of: (a) any change in an Authorized Users eligibility to use the Value-Added Services (including any changes to or revocation of any licenses from state authorities), or (b) a breach of security involving or unauthorized use of a user's account, registration information, or the Platform Channel.

(j) Expenses.

- i. You represent and warrant that, with respect to each expense submitted through the Platform Channel for reimbursement: (1) the information is current, accurate and complete; (2) each Authorized User is an employee, contractor or other authorized agent, and (3) each expense request is for the payment of a business expense and is not a personal, family or household expense. You shall be responsible for resolving all disputes with Authorized Users regarding amounts credited or debited to the underlying payment method for each user account. You will reasonably cooperate with Bank and its Platform Channel service provider and any other parties involved in processing approved expenses to recover funds credited to You or an Authorized User in error. You and its Authorized Users are responsible for all instructions provided through the Platform Channel and any results therefrom with respect to the return of funds.
- ii. You shall ensure that each Authorized User provides Bank with current, complete and accurate information for any bank account or payment method that registered as a user on the Platform Channel. If an Authorized User provides credit card information for purposes of generating expense reimbursement requests using the Value-Added Services, such user authorizes Bank and its Platform Channel service provider to access and use the related credit card transaction data for purposes of providing the Services. You or an Authorized User will promptly notify Bank or the payment processor if a payment method is canceled (e.g., for loss or theft) or upon become aware of a potential breach of security, such as the unauthorized disclosure or use of a username or password.

(k) Platform Service Provider Property. Platform Service Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, “Platform Service Provider Property”): (a) the Platform Channel and all other software, hardware, technology, documentation, and information provided by the Platform Service Provider in connection with the Platform Channel; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Platform Service Provider during its performance under this Addendum; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized, the non-exclusive use rights set forth in this Addendum are the entirety of your in connection with the Platform Service Provider Property.

4. Customer Data and Security.

(a) Customer Data. You can access your electronic data specifically pertaining to You and/or Your users that is submitted into the Platform Channel (“**Customer Data**”) at any time. You may export and retrieve your Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case the parties will find a reasonable method to allow You access to Customer Data.

(b) Security. You are responsible for the Customer Data and entering it into the Platform Channel. You will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws. You will maintain reasonable security standards for its Authorized Users' use of the Platform Channel.

(c) Anonymized Data. Customer agrees that as part of the Value Added Service, Bank and its Platform Service Provider may de-identify any Customer Data to calculate, infer, or isolate certain values from the de-identified data and aggregate such values with data received from other sources, as well as other data, for purposes of producing anonymous, aggregated data that does not identify You as the source of the information or personally identify any specific individual ("**Anonymized Data**"). Anonymized Data shall not be considered "Customer Data" and Bank may use Anonymized Data for its own internal purposes.

5. Miscellaneous.

(a) To the extent that any term or provision of this Addendum is or may be inconsistent with any term or provision in the Agreement, the terms and provisions of this Addendum shall control. Except as modified by this Addendum, the terms and provisions of the Agreement remain unchanged, are and shall remain in full force and effect unless and until modified or amended in accordance with the Agreement, and the Agreement as supplemented by this Addendum shall be read, taken and construed as one and the same instrument. The Agreement, as supplemented by this Addendum, shall be binding upon and inure to the benefit of each party and its respective successors and assigns. This Addendum shall be governed exclusively by the laws that govern the Agreement.

(b) Either party may terminate this Addendum at any time with or without cause, upon written notice to the other party. This Addendum will automatically terminate upon termination of the Controlling Agreements.

(c) This Addendum may be signed in any number of counterpart copies and by the parties on separate counterparts, but all such copies shall constitute one and the same instrument. The parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the date first written above. Each party agrees that its electronic signature, whether digital or encrypted, included in this Addendum is intended to authenticate this writing and to have the same force and effect as manual signatures.

Last updated May 2023

Exhibit A
Value Added Service

1. Expense service including:
 - 'ACH' reimbursements for out of pocket spend (global)
 - iOS and Android mobile applications
 - Automated expense policy controls
 - Unlimited custom fields
 - Programmable, multi-tier approval routing
 - Unlimited data storage and export
 - Detailed audit trail
 - Mileage tracking
 - Multi-currency conversion
2. Integrations to the Expense service as follows:
 - Quickbooks
 - Xero
 - NetSuite
 - Intacct
3. Travel Booking service, including:
 - Online Booking Tool for corporate airfare, hotel, and car rental reservations with low fare guarantees
 - Automated booking flow to expense platform
 - Unlimited travel policies and out of policy notifications
 - On-demand reports in real time
 - Flight disruption alerts
 - 24/7 support
4. Card solutions:
 - In-platform virtual card issuance
 - Commercial card aggregation via CDF3
 - Corporate card reconciliation dashboard