

AMERICAN EXPRESS PAYMENT SERVICES CLIENT AGREEMENT

Last Updated: November 2021

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 (“Company”, “you” and “your”) applying to use certain payment services that American Express may offer from time to time, as set forth in Part B of this Agreement under the heading “American Express Payment Services” (each, a “Service”, and collectively, the “Services”), on behalf of yourself and the Users (as defined below) authorized by you to initiate payment transactions through the applicable Payment Solution (as defined below) using such Services and American Express Travel Related Services Company, Inc. (together with its parent 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 Services and the Enrollment 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 and we will give you reasonable notice of any such modifications or amendments, electronically or by any other means permitted by law. Among other means, we may provide notice by posting updated terms and conditions on the Enrollment Portal and your continued use of the Enrollment Portal and any affiliated sites, or your use of the Services following notice of changes to the terms of this Agreement will mean you accept those changes.

BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE, YOU ARE SUBMITTING AN APPLICATION TO AMERICAN EXPRESS TO USE THE ENROLLMENT PORTAL AND THE SERVICES 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 OR OTHER AUTHORIZED PERSON WITH THE REQUISITE AUTHORITY TO BIND THE COMPANY.

IF YOU ARE AN AMERICAN EXPRESS® BUSINESS CARD CUSTOMER, YOU AGREE THAT THE BASIC CARDMEMBER (AS DEFINED IN YOUR CARDMEMBER AGREEMENT WITH AMERICAN EXPRESS NATIONAL BANK) FOR YOUR AMERICAN EXPRESS® BUSINESS CARD IS PROVIDING THE ACKNOWLEDGEMENTS AND AGREEMENTS SET FORTH IN THE PRECEDING PARAGRAPH ON YOUR BEHALF AND SERVES AS THE AUTHORIZED PERSON WITH REQUISITE AUTHORITY TO BIND THE COMPANY. IN ADDITION, EACH SUCH BASIC CARDMEMBER AND/OR, TO THE EXTENT YOU ARE A SOLE PROPRIETOR, SUCH SOLE PROPRIETOR, HEREBY PROVIDES THE AUTHORIZATION SET FORTH IN THE LAST PARAGRAPH OF

SECTION 3 BELOW IN HIS/HER PERSONAL CAPACITY BY CLICKING THE BUTTON INDICATING HIS/HER ACCEPTANCE.

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 ENROLLMENT PORTAL OR ANY SERVICE UNLESS YOU CLICK THE BUTTON INDICATING ACCEPTANCE.

This Agreement contains 2 Parts. Part A contains general terms and conditions and Part B contains Service-specific term and conditions, as well as consent and authorization provisions regarding the use by American Express of information provided about you that we obtain in connection with this Agreement. Please read both Parts in their entirety.

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

A. GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

By entering into this Agreement, accessing the Enrollment 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 the Services. To access and use such Services, you must (i) be enrolled in either: (A) a platform or interface and associated services developed by American Express which enables you to initiate payment transactions (an “**AXP Payment Solution**”) or (B) a platform or interface and associated services developed by a third party (the “**UI Provider**”), which enables you to initiate payment transactions (the solution provided by a UI Provider, a “**Third Party Payment Solution**”, and together with an AXP Payment Solution, the “**Payment Solutions**”), in each case, which integrates and communicates with an American Express technology gateway (the “**Gateway**”) to provide payment transaction instructions required to process such transactions requested by you through the Services and (ii) provide certain payment information about you or an authorized user of your Payment Solution account as requested by American Express through the American Express Card Enrollment Portal (the “**Card Enrollment Portal**”) and the American Express ABO Enrollment Portal (the “**ABO Portal**”), and together with the Card Enrollment Portal, the “**Enrollment Portal**”), which information will be used by the Gateway to process payment transactions through the Services.

2. AUTHORIZATION TO ACCESS AND USE THE SERVICES

You represent that you are 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 you are duly authorized to do business in the United States and any User (as defined below) accessing or using the applicable Payment Solution, the Enrollment Portal and/or the Services on your behalf are duly authorized to access or use the applicable Payment Solution, the Enrollment Portal and/or 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 (i) to access and use the applicable Payment Solution and the Services as users with the requisite level of permissions as appropriate for each individual's role (each such individual, a "**Payment Solution User**") for the sole purpose of initiating payment transactions from the applicable Payment Solution to send payments to recipients in the United States and (ii) to access the Enrollment Portal to provide certain payment information requested by us, which individuals are authorized officers of the Company (each such individual, a "**Portal User**" and together with Payment Solution Users, "**Users**"), in each case, for business purposes only (the "**Permitted Purpose**"). You agree not to, and will cause your Users not to, use the Payment Solutions, the Enrollment Portal or Services for consumer, personal, family or household purposes. 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 ACKNOWLEDGE AND AGREE THAT IF YOU ARE UTILIZING A THIRD PARTY PAYMENT SOLUTION, THE PAYMENT SOLUTION USERS AUTHORIZED BY YOU TO ACCESS THE THIRD PARTY PAYMENT SOLUTION WILL BE PERMISSIONED WITH USER PERMISSIONS AND CREDENTIALS UNDER THE CONTROL OF THE UI PROVIDER, AND NOT AMERICAN EXPRESS. American Express has no control over the UI Provider, the Third Party Payment Solution, or the user access controls and permissions of the UI Provider.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT IF YOU ARE UTILIZING AN AXP PAYMENT SOLUTION, THE PAYMENT SOLUTION USERS AUTHORIZED BY YOU TO ACCESS THE AXP PAYMENT SOLUTION WILL BE PERMISSIONED WITH USER PERMISSIONS AND CREDENTIALS PURSUANT TO THE TERMS APPLICABLE TO SUCH AXP PAYMENT SOLUTION.

Whether you are accessing the Services through a Third Party Payment Solution or an AXP Payment Solution, you agree that American Express may rely on any information obtained from any such Payment Solution or UI Provider without verifying such information with you, and that we will rely on the instructions received by us from any User, without any independent verification.

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, and from any liability due to an inability to access a Third Party Payment Solution or its integration with the Services, or if you are unable to access the Third Party Payment Solution for any other reason. You represent that the name, address, and taxpayer identification number for the Company that you have provided to us are true and correct. You acknowledge that we may have certain backup withholding and reporting obligations with respect to the transactions processed through the Services.

3. AUTHORIZATION TO RECEIVE AND USE INFORMATION FROM REPORTING AGENCIES

You acknowledge and agree that in connection with utilizing certain Services described herein, including the ACH Payment Service (as described in Part B hereof), we may obtain and use certain information about you and/or your Basic Cardmembers from reporting agencies. As such:

By using the ACH Payment Service, you authorize us to obtain information about you and your beneficial owners (if any) from time to time from commercial credit and other reporting agencies, our subsidiaries and affiliates, and other third parties, for purposes of providing you the ACH Payment Service and other services described herein and for any other legitimate purpose. We may also exchange information about you with commercial credit and other reporting agencies, our subsidiaries and affiliates, and other third parties, for any legitimate purpose and as permitted by law.

If you are an American Express® Business Card customer or a sole proprietor, (i) each Basic Cardmember for your American Express® Business Card and/or (ii) such sole proprietor, in each case, authorizes us to receive their consumer report information from consumer report agencies, and our subsidiaries and affiliates to the extent permissible under applicable law, in each case, for purposes of providing the ACH Payment Service to you, other services described herein and for any other legitimate purpose. We may also exchange information about such Basic Cardmember or sole proprietor with our subsidiaries and affiliates and other third parties, for any legitimate purpose and as permitted by law.

4. LICENSE RIGHTS AND TERMS

Subject to your compliance with this Agreement, American Express grants you and your Users a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to access and use the Services and the Enrollment Portal, as applicable, in the United States solely for the Permitted Purpose. Additional license rights and limitations may be included for certain Services as described in Part B of this Agreement.

As between American Express and a UI Provider, on the one hand, and you on the other hand, American Express or the UI Provider, as the case may be, will retain all rights in and to the Services, our respective Payment Solutions and the Enrollment Portal, as applicable, including, but not limited to, all patents, trademarks, service marks, copyrights, trade secrets, database rights and other intellectual property and proprietary rights related thereto. 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 Enrollment Portal for the Permitted Purpose, neither you nor your Users will, directly or indirectly, do or attempt to do any of the following: (i) download any portion of the Services or Enrollment Portal; (ii) remove any copyright or other proprietary legends from the Services or Enrollment Portal or any materials generated from the use of the Enrollment Portal or the Services, including, but not limited to, copyright or trademark notices; (iii) sub-license, lease, rent, assign or transfer use of the Services or Enrollment Portal, or act as a service bureau using the Enrollment Portal or any Service or distribute the Services, Enrollment Portal or any information, software, products or services obtained from the Services or Enrollment Portal, to any third party; (iv) alter, modify, copy,

enhance, adapt any portion of the Services or Enrollment Portal or any documentation contained in or on the Services or Enrollment Portal; (v) attempt to reverse engineer, convert, translate, decompile, disassemble or merge any portion of the Services or Enrollment Portal with any other website, software or materials or otherwise attempt to obtain the source code to the Services or Enrollment Portal; (vi) create or attempt to create any derivative works based upon the Services or Enrollment Portal; (vii) use the Enrollment 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 Enrollment Portal; or (ix) attempt to gain unauthorized access to the Services, Enrollment Portal, any Password or User ID (see below for definitions), or computer systems or networks connected to any American Express server or to the Enrollment Portal, through hacking, password mining or any other means, or submit, upload or distribute through the Services or Enrollment 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 Enrollment Portal, or any other software, firmware, hardware, computer system or network (sometimes referred to as “malware,” “viruses” or “worms”).

You and your Users will only use the Enrollment Portal and the Services 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.

5. 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 Enrollment Portal and/or any Service. You will immediately terminate a User’s right to use the applicable Payment Solution, the Enrollment 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 Payment Solution User or a Portal User, or the individual is no longer duly authorized to access or use the Services, the applicable Payment Solution and/or the Enrollment Portal, as applicable. You acknowledge and agree that you are solely responsible for terminating a Payment Solution User’s ability to use a Third Party Payment Solution through the UI Provider and not American Express. You further acknowledge and agree that you are solely responsible for terminating a Payment Solution User’s ability to use an AXP Payment Solution directly through such AXP Payment Solution. Upon receipt of notice, if properly given, American Express will have a reasonable period of time to implement such change to a User’s access to the Enrollment Portal and/or the Services. American Express may terminate or further limit your or any of your Users’ right to use any Service or the Enrollment Portal 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 the Enrollment Portal or any Service other than for the Permitted Purpose.

Upon the termination of your or a User’s right to use the Enrollment Portal and/or one or more Services, you and/or your User, as the case may be, will immediately cease use of the Enrollment 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 Enrollment Portal or otherwise with respect 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 of the Services at any time in our sole discretion. All Services will terminate immediately upon termination of your access to the Third Party Payment Solution or the AXP Payment Solution, as applicable. 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 by ceasing to use the applicable Payment Solution and the Enrollment Portal, and 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, and you agree to pay all such fees to American Express and/or the UI Provider, as the case may be, as and when they become due. Any applicable fees may be communicated to you via the UI Provider if you are using a Third Party Payment Solution or directly from American Express if you are using an AXP Payment Solution.

6. REGISTRATION AND SECURITY

You are responsible for ensuring that: (i) each Payment Solution User is assigned a unique user ID (each, a “**User ID**”) and password (each, a “**Password**”) to allow such Payment Solution User to access the applicable Payment Solution and the Services and (ii) each Portal User is assigned a User ID and Password to allow such Portal User to access the Enrollment Portal. You acknowledge and agree that only Users with a User ID and Password will be permitted to access the Payment Solution, the Services and Enrollment Portal, as applicable. 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 Users use to access the applicable Payment Solution, the Services and the Enrollment Portal. Furthermore, you are entirely responsible for any and all information provided under, and any and all activities that occur under, each User ID and Password. **YOU ACKNOWLEDGE AND AGREE THAT: (A) THE USER IDS AND PASSWORDS RELATING TO ACCESS TO ANY THIRD PARTY PAYMENT SOLUTION ARE UNDER THE CONTROL OF THE UI PROVIDER, AND NOT AMERICAN EXPRESS, (B) THE USER IDS AND PASSWORDS RELATING TO ACCESS TO ANY AXP PAYMENT SOLUTION SHALL BE ESTABLISHED AND MAINTAINED IN ACCORDANCE WITH THE TERMS AND CONDITIONS APPLICABLE TO SUCH AXP PAYMENT SOLUTION AND (C) REGARDLESS OF WHETHER YOU ARE UTILIZING A THIRD PARTY PAYMENT SOLUTION OR AN AXP PAYMENT SOLUTION, AMERICAN EXPRESS WILL ACT ON ANY INSTRUCTIONS RECEIVED BY US FROM THE PAYMENT SOLUTION USERS ASSOCIATED WITH THE AFOREMENTIONED USER IDS AND PASSWORDS, AS WELL AS ANY INFORMATION RECEIVED BY US FROM THE PORTAL USERS ASSOCIATED WITH THE AFOREMENTIONED USER IDS AND PASSWORDS.** You must notify us immediately of any unauthorized access or use of the User IDs or Passwords or any other breach of security by calling (i) the American Express Customer Service

number on the back of your American Express Card to report unauthorized use of your Card Enrollment Portal User ID and/or Password or (ii) 1-855-431-2430 to report unauthorized use of your ABO Portal User ID and/or Password. We will not be liable for any loss or damage that you may incur resulting from anyone using a Password or User ID, either with or without your knowledge. We will be entitled to rely on the genuineness and authority of all instructions and information received by us from a User or through access by any person to the Payment Solution or Enrollment Portal using a matching User ID and Password, and to act on such instructions and information until we receive from you the notice of termination of such User in accordance with Section 5 above. In consideration of your use of the Enrollment Portal and any particular Service, you will at all times maintain true, accurate, current and complete information about yourself and each of your Portal Users for the ABO Enrollment Portal in your Account Profile (such information being the “***Registration Data***”). Your “***Account Profile***” means the location in the ABO Enrollment Portal where an authorized banking officer can view and manage your Registration Data. You will, and you will cause each Portal User for the ABO Enrollment Portal to, maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

7. ACCOUNT INFORMATION AND DATA PROTECTION; PRIVACY

You authorize American Express, directly or through third parties, to 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 and/or the Enrollment Portal (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 you to ensure consistent servicing levels (including staff training) and operations and for other legitimate business purposes.

Certain receipts or other notices for transactions processed through the Services may only be available electronically through the Enrollment Portal but not through the Third Party Payment Solution.

Our Privacy Policy, which is available at: americanexpress.com/privacy, and updated from time to time (“***Privacy Policy***”), governs our collection, use and disclosure of any information in connection with the Enrollment Portal or the Services.

You understand and agree that we may process and analyze information about how you use the Services and the Enrollment 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.

8. CONFIDENTIALITY

During use of the Services or the Enrollment 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 Enrollment Portal and (c) Confidential Information will not be disclosed to any individual, company or third party without our prior written consent.

9. LINKING TO THE ENROLLMENT PORTAL; ACCESS AND INTERFACE

Creating or maintaining any link from another web site to any page on the Enrollment Portal or the Services without our prior written permission is prohibited. Running or displaying the Enrollment Portal or the Services or any information or material displayed when using the Enrollment Portal, a Payment Solution or the Services or through similar means on another web site (other than on a Payment Solution) without our prior written permission is prohibited. Any permitted links to access the Enrollment Portal or 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 Enrollment Portal, any Payment Solution or 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 Enrollment Portal, any Payment Solution or the Services or any activities conducted through the Enrollment Portal, any Payment Solution or the Services, or bypass any measures we may use to prevent or restrict access to the Enrollment Portal or the Services.

10. 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 Payment Solutions, Enrollment Portal and 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 Payment Solutions, Enrollment Portal and 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.

11. SERVICE INTERRUPTIONS

American Express reserves the right to conduct scheduled and unscheduled maintenance. The Services and/or the Enrollment Portal may experience unanticipated downtime or interruptions, including any downtime or interruptions due to a Payment Solution or a UI Provider.

12. INDEMNIFICATION

You agree to defend, indemnify and hold harmless American Express, its parent, its direct and indirect subsidiaries and affiliates and their respective agents, employees, representatives, licensors and third-party suppliers (each, an “*Amex Party*”) from any third party (including Users for purposes of this Section 12) claims, liabilities, losses or damages (including, without limitation, reasonable attorney’s fees) (collectively, “*Losses*”) asserted against an Amex Party and based upon or arising out of your or any User’s use of the Enrollment Portal, any Payment Solution or 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; provided, however, that your indemnification obligations for Losses relating to your or any User’s use of an AXP Payment Solution shall be as set forth in your agreement with the American Express entity providing such AXP Payment Solution.

13. DISCLAIMER OF WARRANTIES; NO LIABILITY

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

THE SERVICES AND THE ENROLLMENT 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.

14. 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, LOST REVENUES, LOSS OF PROFITS, OR

LOSS OF BUSINESS, ARISING FROM THIS AGREEMENT OR RELATING TO THE OBLIGATIONS HEREUNDER. YOU AND AMERICAN EXPRESS AGREE THAT LOST PROFITS DO NOT CONSTITUTE DIRECT DAMAGES.

15. 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).

16. DISPUTE RESOLUTION

You agree that any and all disputes, claims or controversies between Company and American Express arising out of or related to this Agreement, including any claims under any statute or regulation (“***Claims***”), will be resolved according to this Dispute Resolution provision.

For purposes of this Section 16, the terms “you”, “we” and “us” includes any corporate parents, subsidiaries, affiliates or related persons or entities. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (“***Claim Notice***”) to each party against whom a Claim is asserted in order to provide an opportunity to resolve the Claim informally or through mediation. Go to americanexpress.com/claim for a sample Claim Notice. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to the address we have on file for you. Notice to American Express must include your name and address and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the Claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

Before beginning mediation, you or we must first send a Claim Notice. Within thirty (30) days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association (AAA) (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. You and we agree to cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled from the date you or we sent the Claim Notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any Claim by individual arbitration. Claims are decided by a neutral arbitrator.

IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR'S AUTHORITY IS LIMITED TO CLAIMS BETWEEN YOU AND US ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS YOU AND WE AGREE IN WRITING. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT WILL APPLY ONLY TO THE SPECIFIC CASE AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Initiating Arbitration

Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within thirty (30) days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER ACCOUNTHOLDERS OR OTHER PERSONS SIMILARLY SITUATED.

Notwithstanding any other provision in this Agreement and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration provision, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right of appeal as stated in this Section 16 and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within thirty-five (35) days after the arbitrator's award is issued. The parties will select a three-arbitrator panel administered by the selected arbitration organization to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered into in any court having jurisdiction. The arbitration hearing will take place in New York, New York, but you may select to move the arbitration hearings to the federal judicial district of your residence.

Equitable Relief

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.

Arbitration Fees and Costs

You will be responsible for paying your share of any arbitration fees (including filing, arbitrator, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a Claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Continuation

This Section 16 will survive termination of your use of the Services, any legal proceeding to collect a debt, any bankruptcy and any sale of you or your assets (in the case of a sale, its terms will apply to the buyer). If any portion of this Section 16, except as otherwise provided in the Limitations on Arbitration provision above, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Section 16.

17. 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.

18. TERM

This Agreement will commence as of the date your authorized officer first clicks your acceptance of this Agreement or the date this Agreement is subsequently updated by American Express, as applicable, 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, Claims and any other obligations incurred prior to the termination of this Agreement or any Service.

19. NOTICES; ELECTRONIC COMMUNICATIONS

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

You agree that we may provide notice to you concerning the Enrollment Portal or any Service by posting it on the Enrollment Portal, 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.

20. 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.

21. NO WAIVER

Failure by American Express to enforce any term or condition 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.

22. 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.

23. INCORPORATION BY REFERENCE; CONFLICTING PROVISIONS

All legal notices of American Express set forth in the Enrollment Portal, or linked to or from the Enrollment 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. In addition, to the extent there is any conflict between this Agreement and any other agreement you may have entered into with us or any of our Affiliates relating to the subject matter contained herein (including, without limitation, as it relates to the Services set forth in Part B of this Agreement) this Agreement will prevail with respect to any such conflicting provisions.

24. 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.

25. THIRD-PARTY BENEFICIARY

Except for our affiliates, suppliers and licensors (including, without limitation, the UI Provider), no third party will be a beneficiary of this Agreement.

26. SURVIVAL

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

27. ENTIRE AGREEMENT

This Agreement (including all exhibits, schedules, tables, appendices and attachments hereto), along with any applicable policies and agreements made available to you by American Express relating to the Enrollment Portal or any Service, sets forth the entire understanding between you and American Express with respect to the subject matter contained herein, and supersedes any previous oral or written agreements or understandings between the parties relating to the subject matter hereof.

B. AMERICAN EXPRESS PAYMENT SERVICES

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

28. ACH PAYMENT SERVICE

i. Definitions

The following additional definitions will apply to this Section 28:

“**ACH**” means the Automated Clearing House or any other electronic funds transfer system selected by American Express to process payments through the ACH Payment Service.

“**ACH Instructions**” means the order or request pertaining to Company’s ACH Payments that Company provides to American Express via Company’s Payment Solution.

“**ACH Payment**” means any payment Company requests American Express to make through ACH to Company’s designated Suppliers as communicated from Company’s Payment Solution.

“**ACH Payment Service**” means the payment method by which American Express permits Company to request, and American Express makes, ACH Payments.

“**American Express Designated Account**” means the account designated by American Express for the holding of funds to execute Company’s ACH Instructions.

“**Entry**” has the meaning set forth in the Nacha Rules.

“**File**” has the meaning set forth in the Nacha Rules.

“**Nacha Rules**” mean the operating rules and guidelines of Nacha or any other ACH used to process ACH Payments, as such rules are in effect from time to time.

“**Originating Depository Financial Institution**” or “**ODFI**” has the meaning set forth in the Nacha Rules.

“**Originator**” has the meaning set forth in the Nacha Rules. For purposes of ACH Payments pursuant to this Section 28, Company is the **Originator**.

“**Receiving Depository Financial Institution**” or “**RDFI**” has the meaning set forth in the Nacha Rules.

“**Receiver**” has the meaning set forth in the Nacha Rules. For purposes of ACH Payments pursuant to this Section 28, Supplier is the **Receiver**.

“**Supplier**” means any person or entity through which Company is procuring goods and/or services.

ii. Obligations

(a) Company represents, warrants and/or covenants that (1) Company will designate and continuously maintain a bank account in its name at a U.S. financial institution (the “Company Designated Account”) as the funding account for all ACH Payments it requests, and will promptly notify American Express of any changes to the Company Designated Account and make all changes in ACH settlement documentation deemed necessary by American Express for the ACH Payment Service in connection with such changes, (2) all of its and its Suppliers’ bank accounts selected for the ACH Payment Service have been established and are used in the United States primarily for business purposes and not for personal, family or household purposes, (3) 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, (4) it will execute and maintain a written agreement with each Supplier authorizing Company in accordance with the Nacha Rules to initiate ACH Payments to Supplier’s designated bank accounts, (5) it will assure that any such written agreement and authorization has not and will not have 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 (6) Company will cause its Payment Solution to reflect any change to Supplier’s bank account or RDFI information. Company acknowledges and agrees that American Express assumes no liability for any communication to Suppliers on Company’s behalf or at the direction of Company.

(b) Company hereby agrees that the ACH Payment Service will be used exclusively by Company for its own account for payments owed by Company to its Suppliers, and not on behalf of any other person or entity.

iii. ACH Payments

(a) Rules. By electing to use the ACH Payment Service, providing ACH Instructions and requesting ACH Payments, 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, without reference to its conflicts of laws provisions. Company further acknowledges that ACH Payments may not violate, and 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.

(b) Authorization. In connection with each use of the ACH Payment Service, provision of ACH Instructions and request for an ACH Payment, Company will provide American Express with certain information regarding the Supplier via its Payment Solution and authorizes (i) American Express and its ODFI to originate a debit Entry to the Company Designated Account crediting the American Express Designated Account in the amount of the ACH Payment specified in Company's related 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 Agreement. In addition, Company further authorizes American Express to initiate debit Entries (and, if necessary, credit Entries) to the Company Designated Account in order to correct erroneous Entries. In connection with each ACH Payment, 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.

(c) 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 and other information of Company or Supplier. Company acknowledges that once submitted, ACH Instructions may not be amended, or modified or canceled. 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 with respect to such ACH Payment.

For each ACH Payment you request through the ACH Payment Service, you acknowledge and agree that you will, prior to requesting an ACH Payment, assure that sufficient funds are available in the Company Designated Account for American Express to debit the Company Designated Account and credit the American Express Designated Account in the amount of the ACH Payment, as specified in the related ACH Instructions.

Company and American Express agree that upon receipt of complete ACH Instructions from Company and all other information and documents deemed necessary by American Express in connection with an ACH Payment, American Express shall (i) originate a debit Entry to the Company Designated Account for the purpose of crediting the American Express Designated Account in an amount equal to the amount set forth in such ACH Instructions and (ii) submit Company's ACH Instructions to Company's ODFI to initiate a credit Entry to credit the Supplier's bank account held at the RDFI. 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.

Company agrees that it is liable to pay for all ACH Payments initiated through the ACH Payment Service in advance, and in the event a debit Entry to the Company Designated Account is returned for any reason resulting in non-payment of funds to American Express, Company agrees to (i) immediately and upon demand credit the Company Designated Account with immediately available funds sufficient to allow American Express to debit the Company Designated Account in the full amount of the requested ACH Payment, (ii) make a direct payment to the American Express Designated Account in the full amount of the requested ACH Payment or (iii) otherwise agree with American Express on a method to immediately credit American Express in the full amount of the requested ACH Payment, in each case, as applicable or as directed by American Express. Notwithstanding the foregoing, in the event of your nonpayment or bankruptcy, we may, in our sole discretion and to the fullest extent permitted by applicable law, take any action to reduce financial exposure, including but not limited to the close-out, recall or early termination of any ACH Payment, and you hereby agree to indemnify, defend and hold American Express harmless from and against any and all liability, claims, damages and related costs (including attorneys' fees) resulting from such actions. American Express is not responsible for any fees assessed by Company's bank in connection with ACH Payment-related debits to the Company Designated Account or the electronic funds transfer, wire or deposit of funds from the Company Designated Account into the American Express Designated Account, including but not limited to fees charged for insufficient funds in the Company Designated Account. American Express or the ODFI (i) may immediately terminate or suspend this Agreement (in whole or in part) and Company's ability to originate ACH Payments for breach of the Nacha Rules and (ii) may audit Company for compliance with the terms and conditions of this Agreement and the Nacha Rules.

(d) 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 deemed incomplete or rejected or returned by American Express, the ODFI, the RDFI or the ACH. Notwithstanding any such rejection or return, Company's obligations under subclauses (ii)(a) and (iii)(c) above shall remain in effect. 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.

(e) Cancellations, Reversals and Recalls. Company shall have no right to cancel or amend any ACH Payment request after its receipt by American Express. Upon proper and timely request by Company, American Express will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) business days of the effective date of the Entry or File to be reversed; (ii) be made

immediately, not to exceed 24 hours, upon discovery of an error; and (iii) be accompanied by any documentation or information as requested by American Express and comply with all of the Nacha Rules. Company shall notify the Supplier of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Supplier must include the reason for the reversal and be made no later than the settlement date of the reversing Entry. Under no circumstances shall American Express be liable for interest or related losses if the requested reversal of an Entry is not effected. Company shall reimburse American Express for any expenses, losses or damages it incurs in effecting or attempting to effect Company's request for reversal of an Entry.

iv. Consent and Authorization

Company hereby consents and authorizes American Express: (a) to enable the ACH Payment Service as a Service for Company; and (b) to share, release, communicate and provide to third parties all relevant information and documentation pertaining to Company, its Users and its Suppliers that is necessary to effect the ACH Payment Service for Company and/or to provide new benefits, products or services. Company acknowledges that it may be necessary for a third party to have access to such information in order to effectively provide the ACH Payment Service to Company. Company agrees that except as otherwise expressly set forth in this 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.

v. Security Procedures

Company is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Company warrants that no individual will be allowed to initiate ACH Payments in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of any security procedures communicated to Company by American Express, and any passwords, codes, security devices, and related instructions provided by American Express. Company acknowledges and agrees that any security procedures communicated to Company by American Express, including, without limitation, any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a security procedure used in connection therewith, constitute commercially reasonable security procedures under applicable law for the initiation of ACH Payments. If Company believes or suspects that any such information has been accessed by an unauthorized individual, Company will verbally notify American Express immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by American Express prior to the notification and within a reasonable time period to prevent unauthorized transfers.