

TERMS OF USE

PLEASE READ THIS XPENSABLE TERMS OF USE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE XPENSABLE SOFTWARE PROVIDED PURSUANT TO THIS AGREEMENT. ALL CLIENTS MUST AGREE TO THE FOLLOWING TERMS WITHOUT MODIFICATION OR ADDITION.

Xpensible has developed software technology, including both a web-based and mobile application, to provide a service for expense management via the internet. The Client (defined below) desires to subscribe to the Xpensible Service (defined below) and Xpensible desires to provide access to the Xpensible Service to Client on the terms and conditions set forth herein.

Xpensible is willing to provide access to the Xpensible Service and related Documentation (defined below) to Client only on the condition that Client accepts all of the terms and conditions set forth in this Agreement. By clicking on the "I AGREE" button, Client acknowledges that Client has read, understands and agrees to be bound by these Terms of Use.

Definitions

Client means businesses that receive access to the Xpensible Services through their financial institution.

Client Financial Institution means the Client's Financial Institution offering the Xpensible Service.

Content means all content located on or contained in the Xpensible website or any other website owned or controlled by Xpensible.

Data means all data, materials or information provided by Client, Client's Users, employees, or any third party on Client's behalf in connection with Client's use of the Xpensible Service.

Documentation means the online materials, specifications or forms provided by Xpensible that describe the features, functionality or operation of the Xpensible Service and/or Xpensible System.

Password means the unique password assigned to each User for access to the Xpensible Service and the Xpensible System.

Users means Client's employees, representatives, consultants, contractors or agents who are authorized to use the Xpensible Service on Client's behalf pursuant to Client's acceptance of this Agreement.

Xpensible Service means the online expense management service delivered by Xpensible to Client using the Xpensible System.

Xpensible System means the technology, including the hardware and software, used by Xpensible to deliver the Xpensible Service to Client in accordance with this Agreement.

Grant of License

During the Term of this Agreement and subject to the terms of this Agreement, Xpensible hereby grants to Client (and any authorized Users) a non-sublicensable, non-transferable, non-exclusive right and license to access and use the Xpensible Service, in accordance with the Documentation and solely for Client's internal business operations.

Client's Use of the Xpensible Service

Client will choose or be provided with Passwords for each of its licensed User(s) on the Xpensible system. Client will be responsible for ensuring the security and confidentiality of its Passwords. Each Password may be assigned to and used by only one individual User. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Xpensible Service, and will notify Xpensible promptly of any such unauthorized use. Client shall not knowingly interfere with or disrupt the integrity or performance of the Xpensible Service or the data contained therein. Client shall, at all times, comply with all applicable laws in its use of the Xpensible Service.

Client is solely responsible for its Data and shall not knowingly provide, post or transmit any Data or any other information, data or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Xpensable may take remedial action if Client Data violates this Section; however, Xpensable is under no obligation to review Client Data for accuracy or potential liability.

Restrictions on Use

Client is responsible for all activities that occur under its User accounts. Client will not, and will not attempt to (directly or indirectly): (a) reverse engineer, disassemble or decompile any component of the Xpensable System or Xpensable Service or otherwise attempt to discover any source code, underlying ideas or algorithms contained in the Xpensable System or Xpensable Service; (b) interfere in any manner with the operation of the Xpensable Service or the Xpensable System; (c) allow a third party to access the Xpensable Service or Xpensable System using Client's User Accounts; (d), distribute, sell, resell, sublicense, assign or otherwise transfer to a third party any of its rights under this Agreement; (e) use the Xpensable Service or Xpensable System for the benefit of a third party, for timesharing or to operate a service bureau; (f) copy, modify, translate or make derivative works based on any part of the Xpensable System, Xpensable Service or Documentation; (g) create Internet "links" to or from the Xpensable Service or Xpensable System, or "frame" or "mirror" any of Xpensable's content which forms part of the Xpensable Service (other than on Client's own internal intranets); (h) remove, cover, alter or obfuscate any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by the Xpensable System, Xpensable Service or the Documentation; (i) publish or disclose to third parties the results of any evaluation or benchmark test run on the Xpensable System or Xpensable Service without Xpensable's prior written consent; or (i) otherwise use the Xpensable Service or Xpensable System in any manner that exceeds the scope of use permitted under this Agreement.

Client shall not and shall not allow any Users to (i) perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan on the Xpensable Service or Xpensable System without Xpensable's prior written consent, or (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the Xpensable Service or Xpensable System.

Client may not use the Xpensable Service or Xpensable System for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list. Client agrees not to transmit, or permit Users to transmit, through the Xpensable Service or Xpensable System, any unlawful, harassing, libelous, abusive, threatening, vulgar, obscene or otherwise objectionable material of any kind. Client agrees to only use the Xpensable Service and Xpensable System for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include, but are not limited to, storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm.

Ownership

Xpensable Technology. Client acknowledges and agrees that Xpensable retains all right, title and interest in and to (i) the Xpensable System, Xpensable Service, Documentation and all other software, materials, formats, interfaces, information, content and proprietary information and technology used by Xpensable or provided to Client in connection with the Xpensable Service, (ii) all modifications and/or enhancements to the Xpensable System or Xpensable Service, (iii) the System Content, (iv) all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or learned as a result of Client's use of the Xpensable Service, (v) all transactional and performance data related to the use of the Xpensable System and the Xpensable Service which Xpensable may collect, use and disclose for its

business purposes (including for purposes of software use optimization and product marketing) provided that such use does not reveal Client's or any User's identity, any of Client's Confidential Information, or any other personally identifiable information that belongs to Client; (vi) all custom developed documents, designs, computer programs, computer documentation and other tangible materials created or prepared by Xpensable at Client's request pursuant to a separate, written statement of work; and (vii) the Xpensable logo, and the product and service names associated with the Xpensable Service or otherwise contained on the Xpensable website, all of which are trademarks of Xpensable (all of the foregoing being referred to herein collectively as, the "Xpensable Technology"). Client acknowledges and agrees that the Xpensable Technology is comprised of intellectual property rights owned by or licensed to Xpensable all of which are protected by intellectual property laws.

Client's Data. Client retains all right, title and interest in and to its Data. Client grants to Xpensable all necessary licenses in and to such Data solely as necessary for Xpensable to provide the Xpensable Service to Client or as required by law. Client will be solely responsible for providing all Data required for the proper operation of the Xpensable Service. Except as described above, Xpensable will not knowingly use or access any of Client Data unless authorized to do so by Client and, in such circumstances, Xpensable will access and use Client Data only as required to perform services on Client's behalf. On occasion, Xpensable may query data across all customers in aggregate to derive average spend amounts and metrics for benchmark reporting purposes. In all such cases, Xpensable will anonymize Client Data and in no event will Client Data be identifiable. When such benchmarking reports are derived, Client will receive access to this data for its internal use.

Term and Termination

Term. This Agreement will commence upon execution of this Agreement and will continue in effect in perpetuity unless and until terminated with thirty (30) days' advance written notice to the non-terminating party, or otherwise pursuant to these terms (the "Term").

Termination. If there is Client breach of these Terms of Service, Xpensable will have the right to suspend, disable or terminate Client Account or terminate these Terms of Service, at its sole discretion with written notice to Client's Financial Institution and Client. Client may terminate this Agreement and Client's use of the Xpensable Service at any time and for any reason or no reason at all, in accordance with this Section by providing written notice to Xpensable.

Obligations After Termination. Upon termination of this Agreement for any reason: each party will return to the other, or destroy, all Confidential Information and other property of the other party in its possession or under its control. Xpensable agree that upon any termination of this Agreement, Xpensable will allow Client to access, without the right to modify, enhance or add to, Client's Data for ninety (90) days after termination. Any such termination shall not limit any other rights or remedies which Xpensable may hold, all of which are hereby reserved. In the event of any termination, Client obligations described herein under the sections titled "Ownership," "Restrictions on Use", "Confidentiality," "Disclaimer," "Miscellaneous" and "Indemnification," as set forth herein shall survive any termination or expiration of Client use of the Xpensable Service

Disclaimer

THE XPENSABLE SERVICE AND DOCUMENTATION ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, XPENSABLE EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. XPENSABLE MAKES NO WARRANTY THAT THE XPENSABLE SERVICE OR DOCUMENTATION WILL MEET CLIENTS REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. XPENSABLE MAKES NO WARRANTY REGARDING THE QUALITY OF

THE XPENSABLE SERVICE AND DOCUMENTATION OBTAINED THROUGH THE XPENSABLE SYSTEM OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE XPENSABLE SYSTEM. XPENSABLE DOES NOT WARRANT THE RESULTS OF USE OF THE XPENSABLE SERVICE, AND CLIENT ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. CLIENT SHOULD NOTE THAT IN USING THE XPENSABLE SERVICE, SENSITIVE INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES WHICH ARE NOT UNDER XPENSABLE'S CONTROL (SUCH AS A THIRD-PARTY SERVERS AND THE INTERNET). XPENSABLE MAKES NO WARRANTY WITH RESPECT TO THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM XPENSABLE OR THROUGH THE XPENSABLE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

CLIENT ARE SOLELY RESPONSIBLE FOR ALL OF CLIENTR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE XPENSABLE SERVICE AND WITH OTHER PERSONS WITH WHOM CLIENT COMMUNICATE OR INTERACT AS A RESULT OF CLIENTR USE OF THE XPENSABLE SERVICE. CLIENT UNDERSTAND THAT XPENSABLE DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE XPENSABLE SERVICE, NOR DOES XPENSABLE MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE XPENSABLE SERVICE. XPENSABLE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE XPENSABLE SERVICE OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE XPENSABLE SERVICE. CLIENT AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE XPENSABLE SERVICE AND WITH OTHER PERSONS WITH WHOM CLIENT COMMUNICATE OR INTERACT AS A RESULT OF CLIENTR USE OF THE XPENSABLE SERVICE.

Indemnification

Indemnity by Xpensable. Xpensable will defend, indemnify and hold Client harmless from all claims, losses, demands, liabilities, damages or judgments awarded by a court of appropriate and final jurisdiction, or any settlements, including all reasonable costs and expenses related thereto (including reasonable attorneys' fees), arising out of (i) any third party claims that the Xpensable Service or the Xpensable System infringes or misappropriates any presently existing United States patent, copyright, trademark or trade secret held by such third party; (ii) a breach by Xpensable of any of its obligations, representations, warranties or covenants contained in this Agreement; provided that and so long as: (a) Client uses the Xpensable Service and the Xpensable System in accordance with the Documentation; (b) Client has adhered to its obligations under this Agreement; and (c) Client promptly notifies Xpensable in writing of any such claim, suit or proceeding and permit Xpensable to control the defense or settlement thereof and cooperate in the defense or settlement thereof.

Xpensable will have the option, at its expense, to employ counsel of its choosing to defend against such claim and to compromise, settle or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon Client may be affected without Client's prior written consent. Client shall have the option to be represented by counsel at Client's own expense.

Client, at Xpensable's expense, shall cooperate fully in such actions, making available employees, books and records reasonably necessary for the defense of such claim. If Xpensable refuses to defend or does not make known to Client its willingness to defend against such claim within thirty (30) days after it receives notice thereof, then Client shall be free to investigate, defend, compromise, settle or otherwise dispose of such claim in Client's best interest and incur other costs in connection therewith, all at the expense of Xpensable.

Should Client be permanently enjoined by a court of competent jurisdiction from continued use of the Xpensable Service because it infringes or misappropriates a third party's presently existing United States copyright, patent, trademark or trade secret, Xpensable will (at Xpensable's discretion): (i) obtain the

appropriate licenses for Client to continue to use the Xpensable Service; (ii) provide Client with a non-infringing service equivalent to the Xpensable Service in terms of functionality and performance; or (iii) terminate this Agreement and refund to Client the amount of the Fees actually paid by Client for the prior twelve (12) months of access to the Xpensable Service.

Xpensable will have no obligation under this Section with respect to any claim of infringement or misappropriation of a third party's proprietary rights to the extent such claim arises as a direct or indirect result of (a) any use of the Xpensable Service or Xpensable System in a manner other than as authorized in this Agreement; (b) any use of the Xpensable Service or Xpensable System in combination with other products, equipment, devices, software, systems or data not supplied by Xpensable to the extent such claim is directed against such combination; or (c) any alteration, modification or customization of the Xpensable Service or Xpensable System made by any party other than Xpensable if such infringement or misappropriation would not have occurred without such alteration, modification or customization. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF XPENSABLE AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

Indemnity by Client. Client shall indemnify, defend and hold Xpensable harmless from all claims, losses, demands, liabilities, judgments, or damages awarded by a court of appropriate and final jurisdiction, including all reasonable costs and expenses related thereto (including reasonable attorneys' fees) arising from or relating to (a) use of the Xpensable Service or Xpensable System (including claims by any of Client customers or business partners) by Client or any third party using a Password assigned to Client; (b) a breach by Client of any of Client's obligations, representations, warranties or covenants contained in this Agreement; or (c) any claim alleging that Client's Data, or the use of Client's Data pursuant to this Agreement, infringes, misappropriates or violates the intellectual property or any other rights of a third party or otherwise causes harm to a third party.

Confidentiality

Client acknowledges that Confidential Information (as defined below) is a valuable, special and unique asset of Xpensable and agrees that Client will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than disclosure to Client authorized employees and agents who are bound to maintain the confidentiality of Confidential Information. Client shall promptly notify Xpensable in writing of any circumstances which may constitute unauthorized disclosure, transfer, or use of Confidential Information. Client shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. Client shall return all originals and any copies of any and all materials containing Confidential Information to Company upon termination of this Agreement for any reason whatsoever. The term "Confidential Information" shall mean any and all of trade secrets, confidential and proprietary information and all other information and data of Xpensable that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical, financial, strategic and other proprietary and confidential information relating to Company's business, operations and properties.

Miscellaneous

Cookies. Xpensable uses cookies for purposes of retrieving user details for each user visit. Cookies are used in some areas of Xpensable's website to enable the functionality of such areas and to provide ease of use for visitors. Some of Xpensable's affiliate partners may also use cookies.

Log Files. Xpensable uses IP addresses to analyze trends, administer the Xpensable website, track Users' movements, and gather broad demographic information for aggregate use. IP addresses are not linked to any personally identifiable information. In addition, for purposes of systems administration, detecting usage patterns and troubleshooting, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. Such information is not shared with third parties and is used only within Xpensable on a need-to-know basis. Any individually identifiable

information related to this data will never be used in any way other than as authorized in this Agreement without Client's express permission.

Links. Xpensable does not monitor or review the content of any third-party websites which are linked to or from the Xpensable website. Opinions expressed or material appearing on such third-party websites are not necessarily shared or endorsed by Xpensable, and Xpensable should not be regarded as the publisher of such opinions or material. Xpensable is not responsible for the privacy practices, or content, of these third-party websites. Xpensable encourages its users to be aware when they leave the Xpensable website and to read the privacy policies of any third-party websites they enter. Client should evaluate the security and trustworthiness of any other website connected to the Xpensable website or accessed through this website itself, before disclosing any personal information to them. Xpensable will not accept any responsibility for any loss or damage in whatever form or manner, howsoever caused, resulting from Client's disclosure of personal information to third parties.

Notification of Changes. Xpensable reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Xpensable Service at any time, effective upon posting of an updated version of this Agreement or the applicable policy on the Xpensable website or Xpensable Service. Client are responsible for regularly reviewing this Agreement and any applicable policies. Continued use of the Xpensable Service after any such changes will constitute Client consent to such changes. If there are any changes in how Xpensable uses Client personally identifiable information, it will notify Client by email.

Force Majeure. Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, strikes, and/or freight embargoes.

General. This Agreement is governed by the laws of the State of Washington, without reference to its conflicts of laws principles. This Agreement sets forth the entire understanding and agreement between the parties and supersedes any prior or contemporaneous discussions, understandings, orders, requests or statements regarding the subject matter hereof. No provision of this Agreement shall be modified, supplemented or waived without the express written authorization of both parties. Either party may assign not less than all of its rights and obligations under this Agreement in connection with a change of control to such party's successor. This Agreement shall be binding upon and inure to the benefit of Xpensable's and Client's successors and permitted assigns. Client agrees that Xpensable is providing these Services as an independent contractor and nothing herein shall be deemed to constitute a partnership, joint venture or other business collaboration. In the event of a dispute between Xpensable and Client where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to a court of competent jurisdiction in order to protect its rights and interests. Payment of expenses, including attorneys' fees, shall be assessed by the court based on the extent to which each party prevails. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

Assignment

Client may not assign or transfer these Terms of Use, by operation of law or otherwise, without Xpensable's prior written consent. Any attempt by Client to assign or transfer these Terms of Use, without such consent, will be null and of no effect. Xpensable may assign or transfer these Terms of Use, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Use will bind and inure to the benefit of the parties, their successors and permitted assigns.