

Service Terms

Complete AP Program

This Service Terms Amendment (“Amendment”) supplements and amends the Treasury Agreements, applicable to the Client, with respect to the Services described herein. Capitalized terms not defined herein shall have the meanings assigned to them in the Treasury Agreements.

“*Client*” means the undersigned identified as “Client” executing this Service Terms and includes any references to “buyer,” “customer,” “customer’s,” “you,” “your” or “yours” as used in any Treasury Agreements.

“*Bank*” means Bank of America Corporation subsidiary banks (Bank of America, N.A. along with any other affiliates or subsidiaries of Bank of America Corporation listed on the List of Banks and List of Banks and Services), and includes any references to “we,” “us” or “our” as used in any Treasury Agreements.

“*Treasury Agreements*” means, as applicable to Client, any (i) Acceptance of Services, (ii) Global Transaction Services Terms and Conditions, (iii) Treasury Services Terms and Conditions Booklet, (iv) Cash Management Services Terms and Conditions, (v) General Provisions Treasury Services Agreement, (vi) General Provisions – General Terms Acceptance of Services, (vii) General Terms, (viii) Cash Management Essentials Treasury Services Agreement, and (ix) other relevant agreements for treasury or trade services and related services between the parties.

“*Service Documentation*” includes: the Treasury Agreements (also referred to as “T&C” or “Booklet”); the Acceptance of Services; the General Terms of the T&C; the Service Terms, which may be contained in the T&C and/or any amendments, supplements or addenda thereto; the country specific terms and conditions for global transaction Services, if any; the User Documentation; and any set-up forms, onboarding documentation or authorization forms.

“*Service Terms*” means the terms and conditions under which Bank provides a Service. Service Terms may be found in the Treasury Agreements as well as any amendments, supplements or addenda thereto.

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In the event of any conflict between these Service Terms and the rest of the T&C, these Service Terms shall govern to the extent of such conflict.

- Description of the Complete AP Program.** The Complete AP Program, accessed through the Client Portal, provides Client with invoice and payment automation. This includes a centralized location for receiving invoices from Vendor, electronic data capture, and workflow automation technology for invoice management. Additionally, Client can deliver a single electronic file of payments approved by Client from Client’s accounting or ERP system. Upon receipt and acceptance by Bank, the payments contained in the payment file will be remitted to Vendors in accordance with Vendor’s preferred payment and delivery method (ACH Plus, Virtual Card, or check). The Services provide for a core commercial invoice management and payment facilitation offering and supporting remittance detail delivery, which specifically include the following: (a) invoice receipt; electronic data capture and workflow automation technology; (b) capability of facilitating domestic Vendor payments for Client across the following payment types: Virtual Card, ACH Plus, and check; (c) ability to deliver payment remittance and details in a variety of methods (e.g., email, manual entry, interactive voice response, or through a web-based portal); (d) ability to integrate with Client’s enterprise resource planning (“ERP”) or accounting system to access invoice and payment information; and (e) availability of a Client Portal to provide Client visibility to payments and associated data through the Complete AP Program.
- Definitions.** All capitalized terms used herein and not defined in this Amendment will have the meaning as set forth in the Treasury Agreements or the NACHA Rules, unless expressly indicated otherwise.

“**ACH Plus**” means a payment facilitation solution which helps Client execute a payment to Vendor by ACH along with providing enriched remittance data for which Vendor pays either (a) a standard fee based on transaction size, or (b) a negotiated fee per Vendor.

“**Bank Service Company**” An agent, consultant, independent contractor, sub-contractor, or any of Bank’s affiliates, with whom Bank engages to provide any part of this Service.

“**Client Funding Account**” means the asset account of Client designated by Client and authorized to Bank to debit for Clearing Account funding, which funds will be used by Bank to make payments to Vendors as part of the Services.

“**Client Portal**” means a Website provided as a part of the Services, where Client resources can log in to access information and perform tasks related to the Services.

“**Complete AP Program**” (also referred herein as the “**Services**”) means equipment, application(s), API(s), firmware, system designs, specifications, website(s), User Documentation, training, and any other materials or services Bank furnishes to Client under these Service Terms.

“**Complete AP Schedule of Fees and Revenue Share**” means the schedule that describes the fees and charges payable by Client for the Services and describes the revenue shares between Client and Bank, as applicable.

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“Payment Facilitation” means Bank’s processing of Payment Instructions into applicable payment types to effect payments to Vendors in accordance with Payment Instructions and the Vendor’s payment acceptance designations.

“Payment Instruction” means an instruction transmitted from Client to Bank made through the Complete AP Program to process a payment to a Vendor for a specified amount that is funded from the Client Funding Account.

“Clearing Account” means an account in which funds of Client are held by Bank to settle payment transactions facilitated by the Services.

“Vendor” A non-consumer business, including a sole proprietorship that sent Client a bill, invoice or other statement of account requesting payment for goods or services provided by the Vendor to Client.

“Virtual Card” means a randomly generated card number attached to a commercial card that will be issued for payment acceptance by a Vendor, as part of Payment Facilitation, without issuing a physical card.

3. **Use of the Complete AP Program.** This Section 3 describes certain terms governing Client’s access to and use of the Complete AP Program. Without prejudice to the terms of the Service Documentation, Bank reserves the right to suspend or terminate Client’s use of the Services if Bank has reason to believe that Client’s use of the Services violates, or will cause Bank to violate, applicable law, any Service Documentation, or any of Bank’s or any Bank Service Company’s acceptable use policies. Bank has no obligation to confirm or verify the accuracy, completeness, authenticity, validity, or timeliness of any information received from Client, and Bank has no responsibility or liability for losses or damages due to Client’s actions or inactions, including Client’s failure to identify or notify Bank of any data errors in the Client Portal.

3.1 Implementation. Subject to Bank’s specific approval, Client may use the Services pursuant to the Service Documentation after (i) Client has complied with any implementation requirements described in the Service Documentation; (ii) Client has provided Bank with all information necessary for Bank to implement and enable Client to use the Services; and (iii) Bank has completed implementation and enablement of Client with respect to the Services. Client acknowledges and agrees that Bank may, and authorizes Bank to, perform certain tasks related to the implementation process, including project management, data migration (such as managing the importation of certain information in Bank specified format (e.g., accounting codes, bank account, vendor, user, property, location)), accounting or ERP system integration, and training. Client agrees to cooperate with Bank as may be necessary or appropriate to fully implement the Services. Client represents and warrants that (i) all information Client provides to Bank in connection with the Services, including during implementation, is accurate and complete; (ii) Bank may rely on such information; and (iii) Bank shall have no liability resulting from the failure of Client to provide timely or accurate information, including any updates to information previously provided by Client.

3.2 Invoice Management. If Client elects to use the Complete AP Program invoice application, Client may receive invoices from Vendors through the Services as further described in this Section 3.2 and the Service Documentation. Client acknowledges that Client is assigned a post office address and email address as part of the invoice application component of the Services and that Bank may distribute such information to Vendors as the new authorized locations for Vendors to submit invoices for payment by Client. Invoices received by Bank are indexed, digitized, and presented to Client through the Client Portal. Client is responsible for: (a) coding (general ledger and other code segments, as required), invoice approval, management of the invoice batch process, and invoice indexing or workflow exceptions; and (b) final review, validation, approval, and coding of the data entered through the Services invoice application. Client may access information such as invoice images, invoice approval status, and batch status of any invoice available through the Client Portal.

3.3 Payment Processing. If Client elects to use the Complete AP Program payment application, the Complete AP Program will effect Payment Facilitation on behalf of Client in accordance with Client Payment Instructions, and will track payments, manage exceptions, and contact Client to resolve exceptions for all payment methods, in each case as further described in this Section 3.3 and the Service Documentation. Client may access information regarding payment method, date initiated, and payment status of any payment on the Client Portal following Payment Facilitation.

- (a) **Payment Instruction.** Client will transmit files of Payment Instructions to Bank in order to initiate payments to Vendors. Each Payment Instruction (i) will include electronic payment data imported from Client’s ERP or accounting system to allow Bank to process payments to Vendors, (ii) constitutes Client’s irrevocable authorization for Bank to initiate an ACH debit to the Client Funding Account for credit to the Clearing Account held by Bank, (iii) serves as an acknowledgment and agreement by Client that monies are available in the Client Funding Account to fund all payment transactions set forth in submitted Payment Instructions

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and that such monies will remain in the Client Funding Account until Bank has debited the funds from such account, and (iv) will be accompanied by the contact information for Vendors whom Client intends to pay through such Services, which Client agrees Bank may use to contact Vendors for any purpose related to the Services. If Client does not use the Services for invoice management, invoice approvals should be maintained in Client's ERP or through a separate Client process, and those invoice details must be provided by Client upon request in order to facilitate payments as needed using the Services. Client can choose to configure Client Payment Instruction approval processes within the Client Portal. If a Payment Instruction is received and accepted by Bank on a Business Day prior to the Bank's applicable designated cutoff time, Bank will provide Payment Facilitation on such Business Day. If Bank receives and accepts a Payment Instruction after the designated cutoff time on a Business Day or on a non-Business Day, Bank will provide Payment Facilitation with respect to such Payment Instruction on the following Business Day. Bank will have no responsibility or liability for errors in or erroneous Payment Instructions provided by Client, including for excess or duplicate payments to a Vendor. Client is responsible for the final review, validation, approval, accuracy, and completeness of the contents of any Payment Instruction.

- (b) Payment Facilitation. Following receipt and acceptance of Client's file of Payment Instructions, Bank will perform Payment Facilitation using information from the uploaded file (i.e., payment amount, Vendor, and payment method) to execute the applicable payments to Vendors. Payment Instructions received and accepted by Bank by the designated cutoff time are included in an ACH debit file pursuant to which Bank will debit the Client Funding Account for credit to the Clearing Account. Payment Facilitation will also include the creation of entries to credit or debit the Clearing Account as applicable, and to process the Virtual Card, ACH, or check payment to Vendor. Client acknowledges that as part of the Services, Bank may contact such Vendors to enroll them in the Complete AP Program. Client shall have no control over the payment method used to pay a Vendor and authorizes Bank to make payment to Vendors using any payment method supported by the Services.
- (c) Client Funding Deficiencies. If funds are not available in the Client Funding Account, as required under these Service Terms, or if any ACH debit by Bank to the Client Funding Account is subsequently reversed or rejected, then, in addition to any other remedies that may be available to Bank, Client agrees to reimburse Bank within two Business Days for such payment amounts and any resulting penalties or other out-of-pocket costs incurred by Bank in connection with the funding deficiency. Client additionally agrees, in the event of a funding deficiency, that Bank may intercept and suspend or terminate payments already processed to Vendors, and that Bank may delay future Payment Facilitation or delay payments to Vendors to ensure that Bank has received funds from Client before processing payments. In the event of any Client funding deficiency, Bank also may immediately suspend all further Payment Facilitation until it receives reimbursement from Client together with assurances reasonably acceptable to Bank that such funding deficiencies will not reoccur.
- (d) Disputes and Exception Management. If a Payment Facilitation by check provided to a Vendor remains outstanding, Client can request to have Bank place a stop payment order on the check, which will be subject to a stop payment fee payable by Client and: (i) reissue the check to Vendor, or (ii) refund the payment amount to Client after the stop payment on the check is effective. Bank agrees to attempt to revise or cancel a payment at Client's request. Notwithstanding the foregoing, Bank shall have no liability or responsibility for not effecting such request. Bank reserves the right to correct payment transactions that were incorrectly executed by Bank or a Bank Service Company, regardless of the nature and cause of the error, and in connection with exceptions handling. Client agrees to use commercially reasonable efforts to assist Bank or any Bank Service Company with returns and exceptions handling, including the recovery of funds in the event of erroneous payments to a Vendor.
1. Client Authorization. Client hereby authorizes Bank to (i) provide invoice information and payment status to Vendors in connection with the Services; (ii) act as Client's agent for making payments to Vendors by Virtual Card, ACH Plus, or check; and (iii) perform such other functions as are described in these Service Terms or reasonably necessary for Bank to exercise its rights or perform its obligations in connection with the Services. Client acknowledges and agrees that it has no ownership interest or right to the funds in the Clearing Account, or to any compensation (including but not limited to interest or earnings credit) for funds held in such account. The Clearing Account arrangement does not create a trust or other fiduciary obligation on the part of Bank to Client.
 2. Client Fees. Client shall pay the fees and charges for the Services in accordance with the Complete AP Schedule of Fees and Revenue Share.

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4. **Other Client Obligations.**

4.1 Client is responsible for any and all activities that occur through Client's user account(s) in accessing the Client Portal and shall ensure that use of the Services is in compliance with applicable law. Client shall ensure that: (i) all invoice approval and payment authorization rights are correctly configured and updated as needed; and (ii) all payments that are facilitated by the Services are business to business payments to Vendors in the United States and comply with all applicable law and payment network requirements. Client acknowledges that Bank does not provide multi-currency functionality in connection with the Complete AP Program.

4.2 Client is responsible for ensuring that Client's use of the Services and each Payment Instruction conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable Service Documentation and other materials related to the Service.

4.3 Client shall complete any necessary forms or documentation and provide to Bank all necessary required consents in connection with the Services, including, without limitation, any consents required: (i) for Bank to receive and use Client information and data in connection with the Services, (ii) to ensure Client is subject to and bound by the Service Terms, (iii) to ensure compliance with applicable law, and (iv) to authorize ACH Entries for each applicable Client Funding Account.

4.4 Client is responsible for upgrading and configuring Client systems to be and remain compatible with the Services. Client acknowledges that Bank and Bank Service Companies may continuously modify the Services to provide additional or improved functionality and corrections. Client agrees that continued use of the Services after any modifications constitutes Client's acceptance of and agreement to such modifications. Client agrees to provide and maintain all Client systems at its sole expense.

4.5 Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property rights to use, and the provision and maintenance of, all Client systems and materials in connection with the Services. Bank shall not be liable under these Service Terms with respect to Client systems and materials, including the failure by Client to timely provide and maintain Client systems and materials.

4.6 Client agrees that the Services are designed to facilitate, and that Client will only use the Services for, the processing and transmission of business to business information and payments. Client acknowledges that, other than the names and contact information for Client's authorized personnel and information required to process payments to Vendor or beneficial owner information required to conduct screenings or otherwise comply with applicable law, no personal or consumer information is required by Bank to provide the Services. To the extent that Client includes personal or consumer information within Client materials or provides any such information to Bank, Client, and not Bank, shall be solely responsible for such information and compliance with all applicable laws relating thereto, including any notices or remedies that may be required to be provided to any party, and Client shall indemnify and hold Bank harmless against any liability that may arise in connection with such information.

5. **Security Procedures.** Client must comply with all Security Procedures made available by Bank or a Bank Service Company from time to time in connection with the Services, and Client is solely responsible for any access to or use of the Services and any resulting payments. Bank may provide Security Procedures to Client as part of the implementation process and may update the Security Procedures periodically in Bank's discretion. Client is responsible for maintaining the confidentiality of any and all user passwords or other security controls or devices associated with its access to or use of the Services. Client shall further ensure that each password or other security device is used only by the authorized user. Client agrees to immediately escalate and notify Bank of any unauthorized use of its user accounts or any other breach of security known to Client.

6. **Disclosure of Information.** Client authorizes Bank to use and disclose Client information to provide the Services and acknowledges that any information provided through the Client Portal may be disclosed to persons and companies in connection with the Services including, but not limited to, any Vendor, any Bank Service Company, and any processing bank, for example in communications with such persons. Client acknowledges that Bank may disclose information obtained in connection with the Services, including Bank's identity, Client's identity, Vendor's identity, and any information that Client enters into the Client Portal, to any federal, state or foreign authority, or government body, where such disclosure is required by any applicable federal, state or foreign law, or regulation (including, without limitation, anti-money laundering and counter-terrorism financing laws). Client shall ensure that it has obtained all requisite consents and authority under all applicable federal, state, and foreign laws, and regulations to authorize Bank to disclose information

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about Client, including, where necessary, to government bodies or authorities to comply with Bank's disclosure obligations and applicable law.

7. **Additional Terms and Limitations on Damages.** In addition to the events listed in the termination section of the T&C, and notwithstanding anything contrary in the Service Documentation, Bank may terminate the Services at any time if a Bank Service Company discontinues or modifies its support for the Services in a manner that Bank determines, in its sole discretion, makes its continued provision of the Services unreasonable. Client acknowledges and agrees that Client's use of the Services is also governed by the terms of Client's deposit account agreement with Bank and the terms of the T&C, including without limitation the "General Terms and Conditions" section of the T&C which includes provisions relating to Client's indemnification of Bank for claims by third parties arising from the use of the Services and limitations on Bank's liability to Client in connection with providing the Services and processing Payment Instructions. Client acknowledges and agrees that Bank shall not be liable for any losses incurred by Client arising out of any delay in any wire transfer or processing of ACH debits or credits or any delay of the United States Postal Service or other mail carrier.

Further, Client acknowledges and agrees that Bank will not be responsible for the acts or omissions of any payment network or Bank Service Company, (including without limitation any failure of such entity to comply with applicable law or regulation), and no such entity will be deemed Bank's agent, and Client hereby unconditionally and irrevocably waives any action Client may have against Bank for any action or omission of any payment network.

Except as set forth in these Service Terms, the provisions of the Treasury Agreements and the applicable deposit account agreement remain in full force and effect.