

BILLTRUST DATA PROCESSING ADDENDUM

This Billtrust Data Processing Addendum (this “**Addendum**”), including all its exhibits, is entered into by and between **Factor Systems, LLC**, a Delaware limited liability company doing business as Billtrust, acting on its own and as agent for the Billtrust Affiliates (“**Billtrust**”), and the customer executing these terms (the “**Customer**”) (each, a “**Party**” and, collectively, the “**Parties**”). This Addendum (including its exhibits) forms part of the Agreement (as defined in Section 1 below) between Billtrust or a Billtrust Affiliate and Customer. This Addendum replaces any data processing agreement that was previously concluded between the Customer and Billtrust.

This Addendum sets out obligations of the Parties with respect to data protection in relation to the Agreement. To the extent of any conflict or inconsistency between the provisions of this Addendum (including any annexes and appendices thereto) and any provision of the Agreement, the provisions of this Addendum shall prevail. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended or supplemented by, and including, this Addendum and its exhibits.

RECITALS

WHEREAS, the Parties entered into the Agreement and have retained the power to alter, amend, revoke, or terminate the Agreement as provided in the Agreement;

WHEREAS, the Parties now wish to supplement the Agreement to ensure that Personal Data (as defined below) transferred between the Parties is Processed in accordance with Applicable Data Protection Laws; and

WHEREAS, the Parties acknowledge that Billtrust acts as a Processor (as defined below) in connection with its provision of Services under the Agreement, unless otherwise specified in this Addendum.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Addendum, the Parties agree as follows:

1. Definitions

1.1 Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement(s). Except as modified or supplemented below, the definitions of the Agreement shall remain in full force and effect.

1.2 For the purpose of interpreting this Addendum, the following terms shall have the meanings set out below:

(a) “**Agreement**” includes any agreement for the provision of Controller Services or Processor Services;

(b) “**Applicable Data Protection Laws**” means European Data Protection Laws and the laws specified in **Exhibit B** hereto, in each case where applicable to the Processing of Personal Data by a Party under the Agreement;

(c) “**Billtrust Affiliates**” means any companies which are controlled by BTRS Holdings Inc, which control Billtrust, or which are under

common control with Billtrust and either: (i) are Controllers of any Personal Data; and/or (ii) on whose behalf Vendor and/or any Sub-Processor otherwise processes any Personal Data. For these purposes “control” and its derivatives means to hold, directly or indirectly, more than 50% of the respective shares with voting rights;

(d) “**DPF**” means (as applicable) the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs operated by the U.S. Department of Commerce, and their respective successors.

(e) “**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

(f) “**European Data Protection Laws**” means (i) the EU GDPR and laws implementing or supplementing the EU GDPR, (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 (collectively the “**UK Data Protection Law**”); and (iii) the Swiss Federal Act on Data Protection and its Ordinance (“**Swiss FADP**”); in each case as may be amended or superseded from time to time;

(g) “**Customer Personal Data**” means any Personal Data Processed by Billtrust pursuant to or in connection with the Agreement(s), as applicable;

(h) “**Controller Services**” means the Credit services (Credit), the Business Payment Network (“BPN”), and the Business Directory (“BBD”), and any other services provided to Customer pursuant to the Agreement, or other Processing related to Billtrust’s development of the Services or its business or for marketing purposes and for which Billtrust would factually act as a Controller, in each case as permitted under the Agreement;

(i) “**Effective Date**” means the date the Parties entered into the Agreement, as defined in the Agreement;

(j) “**Restricted Transfer**” means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where UK Privacy Laws apply, a transfer of Personal Data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to section 17A of the United Kingdom Data Protection Act 2018, whether such transfer is direct or via onward transfer; and (iii) where the Swiss FADP applies, a transfer of Personal Data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

(k) “**Services**” means the services and other activities carried out by or on behalf of Billtrust for Customer pursuant to the Agreement;

(l) “**Standard Contractual Clauses**” or “**SCCs**” means the Standard Contractual Clauses annexed to the European Commission decision

2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council;

(m) “**Processor Services**” means all Services provided to Customer pursuant to the Agreement which are not Controller Services and for which Billtrust would factually act as a Processor on behalf of Customer, as more specifically described in **Exhibit A**;

(n) “**Sub-processor**” means any third party appointed by or on behalf of Billtrust to Process Personal Data in connection with the Agreement;

(o) “**Supervisory Authority**” includes any competent authority tasked with the enforcement of the Applicable Data Protection Laws.

(p) “**UK Addendum**” means the International Data Transfer Addendum to the Standard Contractual Clauses, Version B1.0, effective as of 21 March 2022.

1.3 The terms “**Data Controller**” or “**Controller**”, “**Data Subject**”, “**Data Processor**” or “**Processor**”, “**Recipient**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, and “**Processing**” shall have the same meaning as under European Data Protection Law, and their cognate terms shall be construed accordingly. For the purposes of this Addendum, Data Controller or Data Controllers, Data Processor or Data Processors, Data Importer, and Data Exporter also refers specifically to a Party or the Parties to this Addendum, as specified or implied by the context in which they are used.

2. Controller Services

2.1 Independent Controllers. The Parties agree that in connection with the Processing of Personal Data for the Controller Services, each Party is an independent Controller and no joint control relationship between the Parties arises. Where either Party Processes Personal Data in the context of the Controller Services, the Parties shall comply with the Controller to Controller terms set out in Section 2.2.

2.2 Controller to Controller Terms. With respect to the Processing of Personal Data in the context of the Controller Services, each Party agrees that:

(a) all Personal Data collected, transferred, and otherwise Processed pursuant to the Agreement will be (or has been) Processed in accordance with Applicable Data Protection Laws as they apply to each Party, respectively;

(b) it will, upon request of the respective other Party, provide that other Party with copies of all relevant data protection laws or references to them (where relevant, and not including legal advice);

(c) the Processing is limited to that which is reasonably necessary to perform the Services or is otherwise permitted under the applicable Agreement(s);

(d) Sub-processors may be appointed to Process Personal Data for the purposes permitted under this Addendum, provided that they provide sufficient guarantees that they will process the Personal Data in a manner that will meet the requirements of Applicable Data Protection

Law (including entering into contractual commitments equal to those set out in this Addendum, where applicable);

(e) the persons they authorize to Process Personal Data have committed themselves to confidentiality or be under an appropriate statutory or professional obligation of confidentiality;

(f) to the extent that a disclosure of Personal Data among the Data Controllers qualifies as a sale under Applicable Data Protection Laws, each Data Controller must comply with the obligations associated with the sale of Personal Data under the relevant Applicable Data Protection Laws; and

(g) in the event that either Party receives a request from a Data Subject to exercise any of its rights under Applicable Data Protection Law or any other correspondence, inquiry or complaint received from a Data Subject, Supervisory Authority or other third party in connection with the processing of Personal Data for the Controller Services (collectively, “Correspondence”) then, where such Correspondence relates to processing conducted by the other Party, it shall promptly inform the other Party and the Parties shall cooperate in good faith to respond to such Correspondence and fulfill their respective obligations under Applicable Data Protection Law.

3. Processor Services

3.1 Roles of the Parties. The Parties acknowledge and agree that in connection with the Processor Services, the Customer may be a Controller (in which case Billtrust shall act as a Processor on Customer’s behalf) or a Processor (in which case Billtrust shall act as a Sub-processor on Customer’s behalf). To the extent that Billtrust acts as a Processor or a Sub-processor in the context of the Processor Services, this Section 3 shall apply and Billtrust shall:

(a) comply with Applicable Data Protection Laws in the Processing of Customer Personal Data, as such laws apply to Processors;

(b) not Process Customer Personal Data other than on Customer’s relevant documented instructions (including with regard to international transfers of Personal Data) of which the Agreement forms part, unless such Processing is required by applicable laws to which Billtrust is subject, in which case Billtrust shall, to the extent permitted by applicable laws, inform Customer of that legal requirement before the respective act of Processing of that Personal Data;

(c) promptly inform Customer in the event that, in Billtrust’s opinion, a Processing instruction given by Customer may infringe applicable laws;

(d) limit access to Customer Personal Data to those individuals who need to know or access it in order to provide the Processor Services or to comply with applicable laws and require that such individuals are subject to obligations of confidentiality including professional obligations of confidentiality, statutory obligations of confidentiality or otherwise under contract.

3.2 Authorized Sub-processors. Customer hereby generally authorizes Billtrust’s appointment Sub-processors in the context of the Processor Services on the following terms:

(a) Billtrust may continue to use those Sub-processors already engaged by Billtrust as of the date of this Addendum, as set out at billtrust.com/sub-processors.

(b) Billtrust shall provide Customer ten (10) days' prior written notice of the appointment or replacement of any new Sub-processor by offering Customers a mechanism to subscribe to updates to the list of Billtrust Sub-processors. Within five (5) days of posting each such notice, Customer may object to the appointment or replacement of a Sub-processor provided such objection is in writing and based on reasonable grounds relating to data protection. If Customer's concerns cannot be resolved in a commercially reasonable manner within twenty (25) days of Billtrust receiving notice of Customer's objection, Billtrust will either not appoint or replace the Sub-processor or, if this is not possible (in Billtrust's discretion), either Party may terminate all or part of the Agreement (without prejudice to any payments owed or fees incurred by Customer prior to termination). This termination right shall constitute Customer's sole and exclusive remedy if Customer objects to Billtrust engaging a new or replacement Sub-processor, in accordance with the above. Notwithstanding the foregoing, Billtrust may add or replace a Sub-processor (meeting the requirements of Section 3.3(c)) immediately if it is necessary to ensure continuity of Processing or recovery in case of emergency, except as prohibited by Applicable Data Protection Laws. In such case, Billtrust will provide notice as far in advance as reasonably possible. In the event that the Customer does not exercise its right to object to a Sub-processor in accordance with the terms described above, silence shall be deemed to constitute an approval of such engagement.

(c) With respect to each Sub-processor, Billtrust shall (i) carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection and security for Personal Data required by this Addendum before the Sub-processor first Processes Personal Data; and (ii) impose terms between Billtrust and the Sub-Processor that offer substantially the same level of protection for Personal Data as those set out in this Addendum.

3.3 Cooperation and assistance.

(a) Data Subject Requests. Taking into account the nature of the Processing, Billtrust shall assist Customer by maintaining commercially reasonable technical and organizational measures, insofar as this is possible, to aid Customer in the fulfillment of its obligations to respond to requests by Data Subjects to exercise their rights under Applicable Data Protection Laws. In the event that Billtrust receives a direct communication from a Data Subject within the scope of this Section 3.3(a), Billtrust shall notify Customer and shall not substantively respond to such request (unless required by Applicable Data Protection Laws to which it is subject, in which case Billtrust shall, to the extent permitted by Applicable Laws, inform Customer of that legal requirement) but may indicate to the Data Subject that their request has been passed on to Customer.

(b) Personal Data Breach. Billtrust shall notify Customer without undue delay upon Billtrust becoming aware of a Personal Data Breach affecting Customer Personal Data Processed by Billtrust in connection with the Processor Services. Billtrust shall provide Customer with the requisite information about such Personal Data Breach as required under the Applicable Data Protection Laws (as such information

becomes known to Billtrust). Billtrust shall cooperate with Customer and take reasonable commercial steps to assist Customer in the investigation, mitigation, and remediation of each such Personal Data Breach as well as in connection with any notifications required to be made to Supervisory Authorities of Data Subjects. Billtrust's notification of or response to a Personal Data Breach under this Section 3.3(b) will not be construed as an acknowledgement by Billtrust of any fault or liability with respect to the Personal Data Breach.

(c) Data Protection Impact Assessment and Prior Consultation. Billtrust shall provide commercially reasonable assistance to Customer (by providing relevant information and documentation to Customer, subject to obligations of confidentiality), in connection with any data protection impact assessment, and prior consultations with supervisory authorities, where legally required under Applicable Data Protection Laws.

3.4 Deletion or Return of Personal Data. Billtrust shall provide Customer with the technical means, consistent with the way the Services are provided, to request the deletion of Customer Personal Data upon the request of Customer unless applicable laws require storage of any such Customer Personal Data. Following the date of cessation of Services involving the Processing of Customer Personal Data, at the Customer's request, Billtrust shall delete or return all Personal Data to Customer, unless Applicable Laws require storage of any such Personal Data. In case the Agreement contains specific provisions for this situation, the provisions of the Agreement shall prevail provided they comply with Applicable Data Protection Laws.

3.5 Audit Rights.

(a) Customer may request, and Billtrust will provide (subject to obligations of confidentiality) any relevant audit report Billtrust might have commissioned, in order to demonstrate compliance with this Addendum. If Customer, after having reviewed such audit report(s), still reasonably deems that it requires additional information, Billtrust shall further reasonably assist and make available to Customer, upon a written request and subject to obligations of confidentiality, other information (excluding legal advice and commercially sensitive information (e.g. relating to pricing)) and/or documentation necessary to demonstrate compliance with this Addendum.

(b) Upon reasonable prior notice, Billtrust shall allow for and contribute to audits, including remote inspections of the Services, by Customer or an auditor mandated by Customer and approved by Billtrust with regard to the Processing of the Personal Data by Billtrust in connection with the Processor Services. Billtrust shall provide the assistance described in this Section 3.5(b) insofar as in Billtrust's reasonable opinion such audits, and the specific requests of Customer, do not interfere with Billtrust's business operations or cause Billtrust to breach any legal or contractual obligation to which it is subject. The Parties shall reasonably agree the timing and scope of all such audits in advance it being understood that any audit is required to be conducted during normal business hours, on at least one month's prior notice and shall be conducted in a way such as to cause minimal business disruption. Customer shall be entitled to exercise its rights under this Section 3.5(b) once per calendar year (unless any additional audit is mandated by a competent data protection authority).

4. General

4.1 General applicability. The provisions of this Section 4 shall apply generally to the Processing of Personal Data under the Agreement.

4.2 Security of Processing.

(a) Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons, Billtrust shall, with regard to Customer Personal Data, implement and maintain appropriate technical and organizational security measures to provide a level of security appropriate to that risk, as referenced in the Agreement (the "**Security Measures**"), the sufficiency of which the Customer hereby acknowledges.

(b) Customer acknowledges that the Security Measures are subject to technical progress and development and that Billtrust may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by Customer.

(c) Notwithstanding the above, Customer agrees that, except as provided by this Addendum, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Personal Data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or backup any Customer Personal Data uploaded to the Services.

4.3 Onward Transfers of Customer Personal Data. Billtrust shall not make a Restricted Transfer of Customer Personal Data unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws. Such measures may include (without limitation) transferring the Customer Personal Data to a recipient that: (i) is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Customer Personal Data, including the DPF; (ii) has achieved binding corporate rules authorization (sufficient to cover the transfer in question); or (iii) has executed Standard Contractual Clauses; in each case as adopted or approved in accordance with Applicable Data Protection Laws.

4.4 Transfers of Customer Personal Data to Billtrust. To the extent that the processing of Customer Personal Data by Billtrust in connection with the Services involves a Restricted Transfer of Customer Personal Data to Billtrust, the Parties agree that:

(a) If the Billtrust importer is self-certified to the DPF, the Billtrust importer shall use the DPF to lawfully receive Customer Personal Data in the United States.

(b) Alternatively, if Applicable Data Protection Law requires that appropriate safeguards are put in place (for example, if the Billtrust importer is not self-certified to the DPF, the DPF does not cover the Restricted Transfer and/or the DPF is invalidated), the Standard Contractual Clauses shall automatically be incorporated into this Addendum (as modified by the UK Addendum, which is deemed executed by and between the Parties, completed with the informer set

out below, and incorporated herein in full by reference and shall form an integral part of this Addendum where necessary for compliance with UK Data Protection Law) and shall apply to the Restricted Transfers as follows:

(i) Customer shall be the "data exporter" and Billtrust shall be the "data importer"; (ii) the Module One terms shall apply where the Parties are independent Controllers, the Module Two terms shall apply where Customer is a controller and Billtrust is a Processor and the Module Three terms shall apply where Customer is a processor and Billtrust is a Sub-Processor, as set out in this Addendum; (iii) in Clause 7, the optional docking clause shall not apply; (iv) in Clause 9 (where applicable), Option 2 shall apply and the time period for notice of changes to Sub-Processors shall be as agreed under Section 3.3 of this DPA; (v) in Clause 11, the optional language shall not apply; (vi) in Clause 17, Option 1 shall apply and the SCCs shall be governed by the laws of the Netherlands, England and Wales, or Switzerland and in Clause 18(b), disputes shall be resolved before the courts of the Netherlands, England and Wales or Switzerland (in each case, as appropriate, depending on the European Data Protection Law applicable to the transfer); (vii) Annex I and Annex II of the SCCs and Tables 1 and 3 of Part 1 of the UK Addendum (as applicable) shall be deemed completed with the information set out in **Exhibit A** of this Addendum and the Security Measures; and (viii) Table 4 of Part 1 of the UK Addendum shall be completed by selecting the option "Importer".

(c) The Parties agree that Billtrust may adopt an alternative mechanism under which to receive a Restricted Transfer of Customer Personal Data (including any new version of or successor to the DPF, Standard Contractual Clauses or binding corporate rules or any additional measures or safeguards designed to enable the lawful transfer of Customer Personal Data) ("Alternative Transfer Mechanism"), and the Alternative Transfer Mechanism shall apply instead of any transfer mechanism described in this Addendum (but only to the extent such Alternative Transfer Mechanism complies with Applicable Data Protection Laws and extends to the territories to which the Customer Personal Data is transferred), and, if required, Customer agrees to execute such other and further documents and take such other and further actions as may be reasonably necessary to give legal effect to such Alternative Transfer Mechanism.

4.5 Jurisdiction Specific Terms.

(a) To the extent the Parties Process Customer Personal Data originating from, or protected by, Applicable Data Protection Laws in one of the jurisdictions listed in **Exhibit B** ("**Jurisdiction Specific Terms**"), then the terms specified in **Exhibit B** with respect to the applicable jurisdiction(s) shall apply in addition to the Terms of this Addendum. For the avoidance of doubt, the Jurisdiction Specific Terms do not apply to the Processing if Customer Personal Data does not originate from or is not legally protected by Applicable Data Protection Laws in one of the jurisdictions listed in **Exhibit B**.

(b) Billtrust may update Jurisdiction Specific Terms from time to time to reflect changes in or additions to Applicable Data Protection Laws to which the Parties are subject. Billtrust shall provide Customer prior written notice of any changes to Jurisdiction Specific Terms by offering Customers a mechanism to subscribe to a notification system of updates

as posted on the Billtrust website. If Customer does not object to the updated Jurisdiction Specific Terms within thirty (30) days of receipt, Customer will be deemed to have consented to the updated Jurisdiction Specific Terms.

4.6 Customer terms.

(a) Customer has provided all information which is applicable to the Customer in **Exhibit A**, attached hereto and incorporated by reference, and keep all such information complete and up to date.

(b) Customer represents and warrants that it has all necessary rights to provide Customer Personal Data to Billtrust for the purpose of Processing such data within the scope of this Addendum and the Agreement and has complied with all obligations of fairness, lawfulness and transparency placed upon it by Applicable Data Protection Laws or under contract.

4.7 Liability. Without prejudice to any form of direct liability of a Party to Data Subjects, subject to the limitations set forth in the Agreement(s), each Party shall be liable to the other respective non-defaulting Party for damages the defaulting Party has caused to the non-defaulting Party by any breach of its obligations, as set out in this Addendum.

4.8 Termination. This Addendum (including its Exhibits) shall be effective for the entire term of the Agreement and it shall terminate automatically upon expiry or termination of the Agreement, except for those provisions that, by nature, must survive termination of the Addendum.

4.9 Miscellaneous.

(a) This Addendum supersedes and replaces all prior and contemporaneous proposals, statements, sales materials or

presentations and agreements, oral and written, with regard to the subject matter of this Addendum, including any prior data processing addenda entered into between Billtrust and Customer.

(b) All clauses of the Agreement that are not explicitly amended or supplemented by the clauses of this Addendum remain in full force and effect and shall apply, as long as this does not contradict with compulsory requirements of Applicable Data Protection Laws.

(c) In the event of any conflict between the Agreement (including any annexes and appendices thereto) and this Addendum, the provisions of this Addendum shall prevail. In the event of any conflict between the SCCs or UK Addendum (as applicable) and this Addendum, the SCCs or UK Addendum (as applicable) shall prevail. In the event of any conflict between the Jurisdiction Specific Terms and any other terms of this Addendum, the applicable Jurisdiction Specific Terms will prevail. Should any provision of this Addendum be found legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Addendum will continue in effect.

(d) If you are accepting the terms of this Addendum on behalf of an entity, you represent and warrant to Billtrust that you have the authority to bind that entity and its affiliates, where applicable, to the terms and conditions of this Addendum.

(e) This Addendum and its exhibits is governed by the laws that apply to the Agreement and any disputes between the Customer and Billtrust as a result of the creation, fulfillment, and/ or interpretation of the Addendum shall be exclusively submitted to the courts appointed as per the Agreement, in each case unless otherwise stipulated or required by Applicable Data Protection Laws.

[Exhibits to follow]

Exhibit A

Details of Processing

A. LIST OF PARTIES

Data Exporter:	Data Importer:
The Customer entity identified in the Agreement and Addendum with an address as set forth in the Agreement.	The Billtrust entity identified in the Agreement and this Addendum with an address as set forth in the Agreement (and contactable at privacy@billtrust.com).
Activities relevant for the Addendum: to receive the Services set out in the Agreement.	Activities relevant for the Addendum: to provide the Services pursuant to the Agreement.
Role: Controller or processor	Role: Controller, processor, or sub-processor

B. DESCRIPTION OF PROCESSING

Processing Annex 1: Controller to Controller (<i>Customer is acting as Data Controller and Data Exporter and Billtrust is acting as a Data Controller and Data Importer</i>)			
PRODUCT:	BPN	Credit	BBD
Categories of Data Subjects	Customers (past, current and prospective) of Billtrust, also referred to as "Suppliers"	Sole proprietors who are customers of Billtrust's Customers	Sole proprietors who are customers of Billtrust's Customers
Categories of Personal Data	First and last name, email address, company address, Tax ID (which can be a Social Security Number), account name and name of account owner(s), and Merchant ID; telephone number, bank account information (to facilitate ACH and wire transactions); monthly check data/volume, transaction value of payments flowing through the BPN (ultimately, this data is aggregated); supplier's payment preferences	First and last name, business address, email address, Federal Tax ID (which can be a Social Security Number), shipping address, username (and password), financial statements, trade data, business operational, employment and financial characteristics; government compliance data; credit or exposure and payment experiences; industry opinions; job title; any content that the data subject creates or shares, including any communications with Credit or other users, and other information related to the data subject's work or organization	Company name (such as sole proprietor's name), email address Number of electronic payments, number of payments with paper checks, payment preferences (paper checks/electronic payment) (this is further aggregated)
Sensitive Data	n/a		
Transfer frequency	continuous		
Nature of the processing	Collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, use, disclosure, alignment, or combination, blocking, erasure, destruction, transmission or communication (for the purpose of providing the service).		
Purposes	To maintain or service accounts for Billtrust Customers, to provide customer service to Billtrust Customers, to process or fulfill order processing and transactions including ACH	To create global business profiles, to enable portfolio monitoring and to send alerts on portfolio accounts of Billtrust's Customers, and to create a portal that gathers credit	To provide Billtrust Customers with aggregated information of their end-customers

	and wire transfers, to verify customer information, to process payments made by customers of Billtrust's Customers, and providing the Business Payment Network product to Billtrust Customers; to contact Billtrust Customers, when required.	application information, as part of the credit onboarding decision process of Billtrust's Customers	who are online payment users
Retention period	As necessary to fulfil the purposes outlined above unless a longer retention period is required or permitted by law, for legal, tax or regulatory reasons, or other lawful legitimate purposes.		
Processing Annex 2: Controller to Processor and Processor to Processor (<i>Customer is acting as Data Controller and Data Exporter and Billtrust is acting as a Processor; or Customer is acting as Data Processor and Data Exporter and Billtrust is acting as a Sub-Processor</i>)			
Categories of data subjects	Data Exporter's personnel Data Exporter's customers personnel Data exporter's users of the Services		
Categories of personal data	Categories of personal data transferred are defined in the Agreement; e.g. identifiers and commercial information, including email address, first and last name, login credentials, employer, job title, credit card company, credit card number and expiration date, credit card billing address, bank account information, invoicing information. Customer shall ensure not to provide any data (i) containing sensitive personal data (as listed in article 9.1 of the EU GDPR), (ii) related to criminal activities (for the purpose of article 10.1 of the EU GDPR), or (iii) containing national identifiers which are considered sensitive personal data subject to applicable legislation.		
Sensitive data	n/a		
Transfer frequency	Data will be transferred on a continuous basis subject to the terms of the Agreement(s), in the context of the contractual relationship between Billtrust and the Customer.		
Nature of the processing	Processing pertains to the provision of the Processor Services under the Agreement. Processing operations to which the Personal Data will be subject include, without limitation: collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, use, disclosure, alignment, or combination, blocking, erasure, destruction transmission or communication.		
Purpose(s)	The purpose of processing of personal data pertains to the provision of specified products and services under the Agreement(s).		
Retention period	For the duration of the Agreement between Data Exporter and Data Importer and in accordance with the Addendum including Section 3.4.		
Subject matter, nature and duration of the processing	The subject matter, nature and duration of the Processing activities carried out by the Data Importer (acting as a Processor or a Sub-Processor) will be in line with the subject matter, nature and duration of the processing as described in the Agreement.		

- C. Competent Supervisory Authority.** With respect to Customer Data subject to the EU GDPR, the competent supervisory authority shall be determined in accordance with Clause 13 of the SCCs. With respect to Covered Data to which UK Data Protection Law applies, the competent supervisory authority is the Information Commissioner Office. With respect to Covered Data to which Swiss FADP applies, the competent supervisory authority is the Swiss Federal Data Protection Information Commissioner.
- D. Sub-processors.** Modules 2 and 3 only – Billtrust is authorized to appoint the Sub-processors listed at billtrust.com/sub-processors and as otherwise permitted by the Addendum.

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Exhibit B

Jurisdiction-Specific Terms

1. California

1.1 **Definitions.** For the purpose of interpreting the Addendum, the following terms shall have the meanings set out below:

- (a) **“Applicable Data Protection Laws”** includes the CCPA (as defined below) and the CCPA Regulations as may be amended from time to time.
- (b) **“Business Purpose”, “Commercial Purpose”, “Sale”, “Sell”,** along with their cognates whether capitalized or not, shall have the same meaning as in the CA Privacy Laws, and their related terms shall be construed accordingly.
- (c) **“CA Privacy Laws”** means, collectively, the California Consumer Privacy Act of 2018 (CCPA, codified at Civil Code section 1798.100 et seq.), the California Privacy Rights Act (CPRA), and all applicable regulations issued by the California Attorney General and/or the California Privacy Protection Agency implementing CCPA and CPRA.
- (d) **“Contractor”** has the meaning given to it in section 1798.140(j) of the California Civil Code.
- (e) **“Controller”** includes **“Business”** as defined under the CA Privacy Laws;
- (f) **“Data Subject”** includes **“Consumer”** as defined under the CA Privacy Laws;
- (g) **“Personal Data”** includes **“Personal Information”** as defined in section 1798.140(o) of the California Civil Code;
- (h) **“Personal Data Breach”** includes **“Breach of the Security of the System”** as defined in section 1798.8 of the California Civil Code; and
- (i) **“Processor”** includes **“Service Provider”** in section 1798.140(ag) of the California Civil Code.

1.2 **Billtrust as a Service Provider or Contractor.** Where Billtrust acts as a Data Processor or a sub-Processor on behalf of Customer in accordance with Section 3.1 of the Addendum:

- (a) Customer discloses Customer Personal Data to Billtrust solely for: (i) valid Business Purposes; and (ii) to enable Billtrust to perform the Processor Services under the Agreement(s).
- (b) Billtrust shall not: (i) sell Personal Data; (ii) share personal data as defined in the CPRA; (iii) retain, use or disclose Customer Personal Data for any purpose other than providing the Processor Services specified in the Agreement(s) or as otherwise permitted by the CCPA and the CCPA Regulations. Billtrust certifies that it understands these restrictions and will comply with them.
- (c) Billtrust shall permit the business to, upon notice of non-compliance with the CPRA, take reasonable and appropriate termination and suspension steps to stop and remediate unauthorized use of personal data.

2. Canada

2.1 Definitions. For the purpose of interpreting this Addendum, the following terms shall have the meanings set out below:

- (a) **“Applicable Data Protection Laws”** includes PIPEDA (as defined below).
- (b) **“Personal Data”** includes **“Personal Information”** as defined under PIPEDA (as defined below).
- (c) **“Personal Data Breach”** includes **“Breach of Security Safeguards”** as defined under PIPEDA (as defined below).
- (d) **“PIPEDA”** means the Federal Personal Information Protection and Electronic Documents Act.
- (e) **“Sub-Processor”** and **“Sub-processor”** include **“Third Party Organization”** as defined under PIPEDA.

2.2 Necessary Consent. Customer confirms that is has obtained a valid consent (as defined under PIPEDA), where necessary to Process Persona Data of each Data Subject.