

Terms and Conditions governing access to, and use of, the OsC Platform

- a. Vistra (as defined below) or a member of the Vistra Group (as defined below) hosts and maintains a software platform called the OverseasConnect Platform. The OverseasConnect Platform and its related applications (the “**OsC Platform**”) comprise a software-as-a-service that provides oversight and management of the Services. The OsC Platform aims to deliver an integrated view of a Client’s multinational operations as well as applications that allow the Client’s finance and human resources teams to execute back office functions concerning the Services globally. The OsC Platform may include Third Party Materials, licensed under their own terms. Subject to, and conditioned on the Client’s and its Authorized Users’ compliance with the terms and conditions of the Client’s applicable agreement for services with Vistra, and any additional agreement that may have been entered into in respect of the OsC Platform (collectively, the “**Agreement**”), as well as these OsC Platform terms and conditions (“**OsC Terms**”), Vistra shall, during the agreed term of subscription to the OsC Platform (the “**Subscription Term**”), provide Authorized Users with remote electronic access to the OsC Platform, except during periods of (i) scheduled downtime; (ii) downtime or degradation due to a force majeure event (as specified in the Agreement); (iii) any other circumstances beyond Vistra’s reasonable control including the Client’s or any Authorized Users’ use of Third Party Materials, misuse of the OsC Platform, or use of the OsC Platform other than in compliance with these OsC Terms and any OsC Platform documentation (including but not limited to the documentation published here: <https://www.vistra.com/SSD-OSC>) made available by Vistra; (iv) any suspension of the Client’s or any Authorized User’s access to the OsC Platform as permitted by these OsC Terms; or (v) any Authorized User’s inability to access the OsC Platform as a result of the Client’s or an Authorized User’s systems or information technology infrastructure. “**Authorized User**” means an existing or former employee or independent contractor of the Client or an entity under Vistra’s management (“**Managed Entity**”), designated by the Client or a Managed Entity as authorized to access the OsC Platform. “**Third Party Materials**” means materials and information, in any form or medium, including any software, software-as-a-service, documents, data, content, specifications, products, equipment or components of or relating to or included in the OsC Platform that are not proprietary to Vistra. “**Client**” means the relevant person or legal entity that entered into the Agreement with Vistra. “**Vistra**” means the relevant member of the Vistra Group that entered into the Agreement with the Client. “**Vistra Group**” means any direct or indirect subsidiary or holding company from time to time of Vistra, and any direct or indirect subsidiary from time to time of any holding company of Vistra. Each company within the Vistra Group being a “**member of the Vistra Group**”.

Access to and use of any such Third Party Materials is subject to the license terms, conditions and restrictions applicable to such Third Party Materials set forth in the link below (the “**Third Party Terms**”) or otherwise through the OsC Platform. Accessing any Third Party Materials within the OsC Platform constitutes acceptance of and agreement to the Third Party Terms.

Global Expenses: https://www.emburse.com/assets/pdfs/order-forms-terms-and-conditions/2022-q2/2022-jun-06/2022_jun_01_tandc.pdf

Vistra (including its licensors) reserves the right, in its sole discretion and at any point of time, to modify, add to or remove portions, features and/or functionality of the OsC Platform (including the associated documentation) without notice to the Client. Vistra moreover reserves the right to enter the OsC Platform, including the Client’s account, at any point of time for it to provide the Services, including to technically support the OsC Platform.

Subject to, and conditioned on the Client’s and its Authorized Users’ compliance with these OsC Terms, Vistra hereby authorizes the Client and its designated Authorized Users to access and use the OsC Platform during the Subscription Term solely for the oversight and management of the Services and execution of finance and HR back office functions for the Client’s internal business purposes. This authorization is non-exclusive and non-transferable. The Client shall be solely responsible for any non-compliance by its Authorized Users with these OsC Terms and any unauthorized use by an Authorized User of the OsC Platform.

- b. Nothing in these OsC Terms grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to the OsC Platform and any related software, documentation, information, technologies and materials, and any updates, new versions, revisions, improvements and modification to the foregoing (collectively, the “**Vistra Platform Property**”), or the Third Party Materials whether expressly, by implication, estoppel or otherwise. All right, title to and interest in and to any Vistra Platform Property and any Third Party Materials (as well as any applicable rights in patents, copyrights, trademarks or trade secrets) remains exclusively with Vistra, the relevant member of the Vistra Group, or its respective third party licensors.

- c. The OsC Platform, Vistra Platform Property and Third Party Materials constitute trade secrets of Vistra and/or its relevant third party licensors. Except as expressly permitted by Vistra, the Client and any Authorized Users shall not, and the Client shall not permit its Authorized Users or any third party, to (i) copy, modify, translate, frame, mirror or create derivative works from the OsC Platform, any Vistra Platform Property or any Third Party Materials; (ii) merge any Vistra Platform Property or Third Party Materials with other software or materials; (iii) rent, lease, sublicense, sell or otherwise transfer the OsC Platform, any Vistra Platform Property or any Third Party Materials to any third-party, including on or in connection with the internet or any time-sharing, service bureau, software as a service cloud or other technology or service; (iv) reverse engineer, decompile, or otherwise attempt to derive the source code for the OsC Platform, Vistra Platform Property or Third Party Materials; (v) remove, delete or alter any copyright notices or proprietary notices in the OsC Platform or Third Party Materials; (vi) access or use the OsC Platform, Vistra Platform Property or Third Party Materials except as expressly permitted by these OsC Terms; (vii) access or use the OsC Platform, Vistra Platform Property or Third Party Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party, or for any illegal activity; (viii) bypass or breach any security device or protection used by the OsC Platform or Third Party Materials or access or use the OsC Platform or Third Party Materials other than by an Authorized User through the use of his or her own then valid access credentials; (ix) enter, input, upload, transmit or otherwise provide to or through the OsC Platform or Third Party Materials, any information or materials that are unlawful or injurious, or contain, transmit or activate any Virus; (x) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the OsC Platform, Third Party Materials or Vistra's provision of Services to any third party, in whole or in part; or (xi) access or use the OsC Platform or Third Party Materials for benchmarking purposes or to develop a competitive service, and shall indemnify Vistra, all members of the Vistra Group, its and their licensors (including in respect of the Third Party Materials), and any of their affiliated companies against any liability, damages, claims, or expenses resulting from its or any of its Authorized User's breach of any of the provisions included in this section c. "Virus" means (i) any program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations; and (ii) any other code typically described as a virus or by similar terms, including a Trojan horse, worm or backdoor.
- d. Vistra (including any of its licensors) may at any point of time, directly or indirectly, suspend, terminate or otherwise deny the Client's, any Authorized User's or any other person's access to or use of all or any part of the OsC Platform (including any Third Party Materials), without incurring any resulting obligation or liability, if: (a) Vistra (including any of its licensors) receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Vistra or its relevant licensor to do so; or (b) Vistra or its relevant licensor believes, in its good faith and sole discretion, that: (i) the Client or any Authorized User has failed to comply with any material term of these OsC Terms or accessed or used the OsC Platform or any Third Party Materials beyond the scope of the rights granted or for a purpose not authorized under these OsC Terms or in any manner that does not comply with any instruction or requirement of the OsC Platform documentation made available by Vistra; (ii) the Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (iii) the Agreement or Subscription Term expires or is terminated. This section d does not limit any of Vistra's other rights or remedies, whether at law, in equity or under Client's Agreement with Vistra.
- e. The OsC Platform and any Third Party Materials may be accessed and used by no more than the total designated number of Authorized Users for the Subscription Term set forth in the Agreement. An Authorized User's access credentials may be transferred to another Authorized User during the applicable Subscription Term. Additional Authorized Users and/or access to any additional features or functionality may be requested during the applicable Subscription Term, and require mutual agreement by the Parties in writing, and shall be coterminous with the Subscription Term.
- f. The Client including any of its Authorized Users with OsC Platform administration rights (each a "Requestor") may upload, or request Vistra to upload, and publish the Client's corporate logo ("Logo") on the OsC Platform, for it and its Authorized Users to see when accessing and using the OsC Platform ("Logo Request"). In case of a Logo Request, the Requestor shall upload him- or herself, or provide Vistra with a file including, the Logo in such file format as indicated, requested or approved by Vistra ("File"), and the Client grants Vistra and its relevant member(s) of the Vistra Group a worldwide, royalty free licence to upload and publish said Logo on the OsC Platform. The Client warrants and represents that the Client and any Requestor shall have all required rights and licences to grant the rights stated herein, that the Logo shall not infringe on any third party rights, and that the File shall not contain any virus and/or other harmful code. Client and/or Requestors may remove the Logo from the OSC Platform themselves in such manner as indicated, requested or approved by Vistra. Alternatively, the Client and any Requestor may request Vistra in writing to erase said Logo from the OsC Platform. In such case, Vistra shall adhere to such request as soon as reasonably practicable.

- g. Upon the effective date of termination of the Agreement, the Subscription Term to the OsC Platform shall immediately terminate and Authorized Users will no longer have access to the OsC Platform.
- h. The Client (or Vistra on behalf of the Client) may enter the Client's applicable Data (as defined below) in the OsC Platform or any Third Party Materials to facilitate the Client's use of the OsC Platform or any Third Party Materials. Vistra shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Client's Data. Vistra shall not: (a) modify the Client's Data; (b) disclose or share the Client's Data, except (i) as compelled by applicable law, (ii) as provided in accordance with the Client's Agreement with Vistra or the applicable Statement of Work, Addendum or Services Agreement, (iii) as stated in the Data Processing Agreement included [here](#) which document shall be incorporated herein and form an integral part of these OsC Terms or (iv) as permitted by the Client from time to time; or (c) access the Client's Data except as required to provide the Services, OsC Platform, Third Party Materials and/or technical support for the same. Vistra acquires no right, title to or interest in the Client's Data. The Client warrants that it has all rights, consent and/or licenses required to provide Vistra (and its licensors) with access to the Client's Data in accordance herewith. The Client shall be solely responsible for the accuracy, quality and compliance with laws or regulations of the Client's Data, and the Client further warrants that such Data shall not contain infringing, libelous, unlawful or tortious material, or any material which violates any third-party privacy rights. Unless applicable laws require otherwise, and subject to the terms of the Data Processing Agreement, upon the expiration or termination of the Subscription Term, Vistra shall have no obligation to maintain or provide any of the Client's Data; provided, however, that upon the Client's request prior to termination or expiration of the Subscription Term or within thirty (30) days after termination or expiration of the Subscription Term, Vistra will provide the Client with an electronic copy of the Client's Data on the OsC Platform in a format as designated by Vistra. "Data" shall mean data of the Client, including personal data.
- i. Within the OsC Platform, Vistra uses a world map for illustrative purposes only. This graphical representation offers no political opinion on country boundaries and is displayed based upon the software "plug-in" used for these illustrative purposes.
- k. Vistra and its licensors may accumulate and aggregate certain anonymous statistical and related data via the OsC Platform in order to improve the performance and functionality of the OsC Platform and/or Third Party Materials. Vistra shall not market or sell any such anonymous statistical and related Data to any third-party.
- l. EXCEPT AS EXPRESSLY SET OUT IN THESE OSC TERMS, VISTRA DISCLAIMS ANY AND ALL WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE OSC PLATFORM AND ANY THIRD PARTY MATERIALS.
- m. EXCEPT FOR ANY DAMAGES THE LIABILITY OF WHICH CANNOT BE LIMITED BY LAW, THE TOTAL, AGGREGATE LIABILITY OF VISTRA AND ANY MEMBER OF THE VISTRA GROUP UNDER THE AGREEMENT AND THESE OSC TERMS (INCLUDING ANY DOCUMENT INCORPORATED HEREIN) IN CONNECTION WITH THE OSC PLATFORM AND ANY THIRD PARTY MATERIALS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF DAMAGES, SHALL BE LIMITED TO US\$10,000.
- n. These OsC Terms (including any document referenced herein) shall be subject to the laws and jurisdiction applicable to the Agreement. In case of any conflict between these OsC Terms (including any document referenced herein) and the Agreement, the terms included in these OsC Terms shall prevail.