



Account Holder Agreements

# Platform Agreement

**Last Updated: January 23, 2024**

This Platform Agreement, together with all applicable Ramp Terms, forms a binding contract between Company and Ramp (the "Agreement") and governs your use of the Services. By submitting your application to open a Ramp Account or otherwise agreeing to the Platform Agreement, you are providing your electronic signature and you thereby accept and enter into the Agreement with Ramp. Capitalized terms used in the Agreement have the meaning provided in Section 4 (Defined Terms) below. As used in the Agreement, "you" refers to Company, and "we" refers to Ramp.

***The Agreement requires you to arbitrate any disputes arising out of or relating to the Agreement in an individual arbitration and not a class arbitration. You acknowledge and understand that by accepting the Agreement, you waive any right to a trial by jury in connection with any claim arising out of or relating to the Agreement. Additionally, you acknowledge and understand that by accepting the Agreement, you waive any right to participate in any type of class action or class proceeding relating to the Agreement, including a class arbitration. See Section 3.8 (Dispute Resolution and Arbitration) below.***

You may only apply for, open and maintain a Ramp Account and use the Services if you accept the Agreement.

## 1. The Ramp Platform

### 1.1. Services

Subject to the Agreement, and only if Ramp has approved Company for a Ramp Account, Ramp grants you the right to access and use those Services made available through your Ramp Account. As our products and business evolve, Ramp may update the Services and will make commercially reasonable efforts to Notify you in advance if an update will result in a material reduction to the capabilities of Services on which you rely. Some Services may be delivered or supported by specific Ramp affiliates, Third-Party Service Providers and Financial Institution

Partners and may require your or a Company Affiliate's agreement to Supplemental Terms.

## 1.2. Opening a Ramp Account

To receive access to or use the Services, you first need to submit an application for a Ramp Account. As part of such application, you must provide all information we request, which may include Company Data and Personal Data, and connect at least one Linked Account. At all times, you must maintain at least one Linked Account.

You may also need to provide documentary information used to verify Company Data and Personal Data (such as corporate registration certificate, proof of address, financial statements, bank statements, or personal identification). Use of certain Services or features may also require that you permit Ramp to access Company Data and Personal Data through Third-Party Services. At any time, including if you request access to additional features or Services, we may require additional information and documentation that we or our Financial Institution Partners deem necessary for compliance and underwriting.

We provide Company Data and Personal Data to Financial Institution Partners and Third-Party Service Providers to determine your eligibility for Services and Cards. We may also request information from credit reporting agencies using Company Data and Personal Data, and may report the performance of your account to one or more credit reporting agencies. We, Financial Institution Partners and Third-Party Service Providers may approve or deny your application(s) or grant you provisional access to the Services, Third-Party Services or your Ramp Account while your application is pending additional review. We may deny applications, interrupt provision of the Services to you, or suspend or close your Ramp Account where Company Data or Personal Data is incomplete, inaccurate or out of date. If a deficiency results in suspension or closure of your Ramp Account, we will make commercially reasonable efforts to provide you with Notice.

If your business was referred to Ramp, you acknowledge and agree that Ramp may provide the status of your application and limited Company Data about you to the Ramp customer or partner that referred you, which may include (a) notice that you successfully opened a Ramp Account and/or met other criteria required by the referral link or other referral method, such as completing a minimum required payment; or (b) aggregate spend data or total spend volumes as required to determine partner incentives.

### **Important Information About Procedures For Opening A New Account**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual or business) who opens an account. What this means for you: When you

open a Ramp Account or request access to certain Services, we will ask for the name, address, date of birth, and other information to identify you and the owners and control persons for your business. We may also ask to see a driver's license or other identifying documents. We may share this Company Data and Personal Data with Financial Institution Partners and Third-Party Service Providers for these purposes.

## 1.3. Fees

Some Services may have associated transaction, finance, subscription or other Fees, which Ramp will disclose in advance of charging. Disclosure may be provided in the Agreement (including any applicable Ramp Terms or an order document), by Notice or prior to affirmative agreement through the Services.

## 1.4. Managing your Ramp Account

You must specify at least one Administrator to manage your Ramp Account when submitting your Application. Administrators can add, remove, or manage additional Administrators and Users; request and manage Cards; set or change per-User spending limits; view transactions; run reports and download statements; provide, view or update Company Data and Personal Data; connect Linked Accounts, Third-Party Services, and other accounts to your Ramp Account; provide authorization to debit Linked Accounts; consent to new or updated terms and conditions and Supplemental Terms; and perform other tasks on your behalf. You are responsible for (a) any actions or failure to act on the part of Administrators, Users, and those using credentials issued to Administrators or Users to access Company's Ramp Account; and (b) compliance with the terms and conditions for any Third-Party Services enabled, accessed or used through your Ramp Account.

All potential Users will be required to accept and comply with User Terms to become Users, and all Users that are authorized to use Cards or other payment tools may also be required to accept and comply with terms presented or required by Financial Institution Partners, Ramp or Third-Party Service Providers.

## 1.5. Security and Monitoring your Ramp Account

You will keep your Ramp Account secure and only provide access to individuals that you have authorized and meet all applicable requirements under the Agreement. You will immediately disable User access to the Services if you know or believe a User's or Administrator's access credentials or your Ramp Account has or may have been compromised or has been or may be misused; and you will promptly notify us (via the Services or by contacting our support team) of

any known or reasonably suspected unauthorized access or use.

## 1.6. Authorized Users

Your authorization of a User will allow them to use the Services and access certain functionality of your Ramp Account. You are responsible for (a) ensuring that Users are aware of our rights and comply with your obligations under the Agreement, including Section 1.7 (Requirements and Prohibited Activities) below; (b) notifying Users of and administering your corporate expense and spend management policies; (c) ensuring the payment information for all payees is complete and correct; and (d) resolving any disputes relating to your maintenance or administration of your expense and spend management policies, including when you elect to use the Services to request or receive reimbursements from User accounts.

## 1.7. Requirements and Prohibited Activities

Only United States Entities may apply for a Ramp Account. Companies registered outside the United States, as well as consumers, sole proprietors and unincorporated partnerships, are not permitted to use, or attempt to open or use, a Ramp Account. Foreign offices or Company Affiliates of United States Entities may only use the Services and be issued Cards subject to any requirements imposed by Ramp and each applicable Financial Institution Partner. You are and will remain fully responsible for all use of the Services and compliance with the Agreement, including acts or omissions of a Company Affiliate or any User or other person associated with Company or a Company Affiliate.

Company shall not, and shall not permit any other entity or person to: (a) use the Ramp Account, Cards, or Services for (i) any expenses other than Company's or a Company Affiliates' bona fide business expenses, (ii) any purpose that is unlawful or prohibited by the Agreement, the Card Terms or any Payment Network rules, (iii) any personal, family, or household use, or (iv) any activities not for the benefit of the Company or a Company Affiliate; (b) provide, provide access to, or use for the benefit of an individual, organization, or country that is blocked or sanctioned by the United States -- including those identified by the United States Office of Foreign Asset Control (OFAC) -- the Ramp Account, Cards or Services; (c) permit use of the Ramp Account, Cards, or Services by unaffiliated third parties; (d) modify, reverse engineer, create derivative works from, copy or disassemble Ramp Property; (e) register, attempt to register, or claim ownership in Ramp Property or portions of Ramp Property; or (f) use the Ramp Account in connection with any prohibited activities identified in the Prohibited Activities List, or any other restricted category or business activity as determined by Ramp or any Financial Institution Partner in their sole discretion ((a) through (f), collectively, "Restrictions").

Ramp and our Financial Institution Partners may be subject to regulation and acceptable use and risk management policies that require us to strictly enforce the Restrictions and prevent any activities that violate or could potentially violate the Agreement. We may therefore limit, suspend or terminate your Ramp Account, access to the Services or Cards if we believe in our reasonable discretion that the Agreement may be or was violated, if required by a Financial Institution Partner or government authority, if we suspect you are engaged in fraudulent or illicit activities, if we believe you are creating an undue risk to us or others, or to comply with applicable laws or regulations. Without limiting any of your indemnification or other obligations to us, you agree to pay all Fines imposed on Ramp or any affiliate, officer, employee, agent or representative thereof by Financial Institution Partners, regulators, or government agencies for your violation of this Section.

## 1.8. Identification as Customer

We may publicly reference you as a Ramp customer on our website or in communications during the term of the Agreement. We will not express any false endorsement or partnerships. You grant Ramp a limited license to use Company trademarks or service marks for this purpose. Please notify us if you prefer that we not identify you as a Ramp customer and we will use best efforts to remove references to you on our website or in communications.

## 1.9. Ownership and License

As between you and Ramp, Ramp and licensors own all Ramp Property, including all modifications, improvements, enhancements, derivative works, models or features. You, Administrators, and Users may use Ramp Property only as and for the purposes provided in the Agreement.

Ramp grants you a nonexclusive and nontransferable license to use Ramp Property as permitted by the Agreement to the extent that Ramp provides it to you via the Services. This license terminates upon termination of the Agreement unless terminated earlier by us in accordance with the Agreement.

## 1.10. Data and Privacy

You acknowledge, understand and agree that Ramp, Financial Institution Partners and Payment Networks collect, process and share Company Data and Personal Data through your use of Cards, the Services, and Third-Party Services. We may use and disclose Company Data and Personal Data (a) for identity verification and underwriting, establishment and adjustment of spend limits, spend and transaction analysis, fraud and loss prevention, and reporting; (b) to

provide, maintain and improve the Services; (c) as required by law, Financial Institution Partners or Payment Network rules; (d) to report Company performance to credit reporting agencies and credit rating agencies, where appropriate; and (e) to enforce and protect our rights, including as needed in dispute resolution. To the extent applicable, Personal Data will be processed in accordance with and subject to the [Data Processing Addendum 7](#) and the parties will comply with the terms therein. Ramp may also process Personal Data in accordance with the [Privacy Policy](#). Where Company Data or Personal Data is shared by us with our subcontractors, Ramp will implement controls to reduce the risk of loss or accidental disclosure.

Ramp may generate, use and disclose De-Identified Data for Ramp's own business purposes, including to develop and improve Ramp products, services, and marketing efforts (such as developing data products and providing aggregate insights to other customers). Ramp may also include De-Identified Data in both public and private reports.

## 1.11. Rewards and Benefits

Ramp may determine when, how, and under what conditions Company or Users may qualify for or earn rewards. Rewards are subject to the [Ramp Rewards Terms](#) and the Agreement. Any right to rewards or benefits shall terminate upon the termination of the Agreement, the closure of your Ramp Account, or in the event of any breach of the Agreement.

## 1.12. Beta Services

Ramp may make Beta Services available to you, which may be subject to additional terms and conditions. You acknowledge that Beta Services may be unstable and subject to frequent, substantial interruptions and to erroneous output and operation. You agree not to use any Beta Services for any mission critical or other important functions without taking appropriate precautions to prevent loss or damage resulting from such use.

## 1.13. Feedback

Company hereby grants Ramp a royalty-free, fully-paid, irrevocable, perpetual, nonexclusive, worldwide, assignable and otherwise transferrable license, with the unrestricted and unlimited right to grant sublicenses, (a) to create derivative works based upon any Feedback; and (b) to use, copy, display, publish, distribute or otherwise commercialize or exploit in any manner any Feedback or derivative works based thereon. You acknowledge and agree that any Feedback you submit is not Confidential Information. Ramp has no obligation to compensate or credit you for Feedback you provide, regardless of whether or how we may use or otherwise

commercialize or exploit it.

## 1.14. Payment Services

Payment Services may be provided by: (a) applicable Financial Institution Partners through Ramp Business Corporation; and/or (b) Ramp Payments Corporation, a licensed money transmitter or its statutory equivalent in applicable U.S. jurisdictions. The Payments Entity Schedule 7 (as updated from time-to-time) indicates whether applicable Financial Institution Partners together with Ramp Business Corporation, or Ramp Payments Corporation, is providing Payment Services to you. To the extent Payment Services are provided to you by Ramp Payments Corporation, the RPC Addendum 7 applies to and governs those Payment Services. For Payment Services that are not provided by Ramp Payments Corporation, the Payments Addendum 7 applies to and governs those elements of the Payment Services. Access or use of Google Maps features and content (e.g., in connection with reimbursements) is subject to Google's terms of service 7 and privacy policy 7.

## 1.15. International Payments

Ramp may engage Financial Institution Partners (each, an "International Payments Partner") to support international payments submitted through the Payment Services ("International Payments"). International Payments Partners that may provide you or your Company Affiliates with International Payment services are set forth in the International Payments Partner Schedule (as updated from time-to-time). We may provide our International Payments Partners with Company Data and Personal Data to enable the International Payments Partners to satisfy their security and customer due diligence requirements and deliver payments. While an International Payments Partner(s) may be your service provider for International Payments, you may contact Ramp for support through our standard support channels. We may engage in collection efforts to recover, and you agree to pay us, any amounts owed in connection with an International Payment.

In connection with an International Payment, you may have the ability to convert from one currency into another currency at a specified exchange rate. Exchange rates fluctuate so when you submit an International Payment request, you may only receive an initial estimate or range. We and our International Payments Partners may include a margin on foreign exchange, which is a platform cost paid by you. A margin is the difference between a wholesale or mid-market exchange rate and the actual exchange rate used to convert the payment.

## 2. Payments to Ramp



## 2.1. Amounts Owed to Ramp

You are responsible for payment in full of all Charges, Fees, Fines and other amounts (e.g., for bill payments or other amounts owed for use of Payment Services) owed by you to Ramp. You may connect and change Linked Accounts through your Ramp Account.

All monetary amounts owed under the Agreement are stated in US Dollars (USD), unless otherwise specified by Ramp through the Services or in applicable Ramp Terms.

## 2.2. Set Off and Collections

Amounts owed under the Agreement, including amounts included in a Periodic Statement, may be collected from any Linked Account that is currently linked; or set off, debited, or collected from amounts in a Ramp Account that you hold jointly with a third party or open in the future even if your original Ramp Account has been closed. This right may be exercised against Company, its Company Affiliates, and any assignees for the benefit of your creditors or receivers. This right will exist even if we do not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.

Any failure to pay the full amount owed to Ramp when required is a breach of the Agreement, pursuant to which Ramp may declare the entire balance due immediately, regardless of the current billing cycle. You are responsible for all costs or expenses that we or Issuers incur collecting amounts owed but not timely paid, including legal or collections fees and any interest at the maximum rate permitted under law.

## 2.3. Authorization to Debit Linked Accounts

THIS SECTION PROVIDES AUTHORIZATION TO AUTOMATICALLY DEBIT YOUR LINKED ACCOUNTS FOR ALL AMOUNTS YOU OWE UNDER THE AGREEMENT. PLEASE READ IT THOROUGHLY.

### **Authorization**

You authorize Ramp, Financial Institution Partners, and their assigns to collect amounts owed under the Agreement by debiting funds from the Linked Accounts. If we use the Automated Clearinghouse ("ACH") network, debits will be governed by the rules established by the National Automated Clearinghouse Association ("NACHA") for business-related ACH debits. You also authorize us to debit your Linked Accounts for verification purposes (through microdeposits or similar means).



## **Timing**

Your Linked Accounts may be debited for all payments and other amounts owed in connection with the Services or under the Agreement when due.

For Cards, we will provide you Periodic Statements identifying Charges, Fees, Fines, or other amounts charged to your Ramp Account, as well as any payments, refunds, Chargebacks granted or other credits to that account. Your Linked Account will be automatically debited for the full amount owed as identified in the Periodic Statement at the end of each billing cycle. Unless otherwise specified in any Ramp Terms or a Notice provided by Ramp, Periodic Statements will be issued monthly on the day specified in the Services. Your Ramp Account will be debited on the next day that is not a weekend or bank holiday ("Business Day") and show the credit on the next Business Day after payment is received.

If we, the applicable Financial Institution Partner or an assign cannot or do not collect all amounts via debit, you agree to immediately pay all amounts owed as directed. You also authorize Ramp, Financial Institution Partners, or their assigns to debit Linked Accounts immediately, on any date, where (a) the total aggregate balance of Linked Accounts is less than any balance minimums that we have communicated to you via the Services; or (b) we determine that Company poses or may pose an unacceptable risk to Ramp, Financial Institution Partners, or third parties or no longer satisfies the underwriting criteria used to establish the spending limit for Company; however, Ramp will make commercially reasonable efforts to provide prior Notice to Company.

## **Withdrawing Authorization**

To cancel the debit authorization from a Linked Account, you must provide us (30) days advanced written notice and pay all amounts owed under your Ramp Account immediately, including Charges and other amounts that may be included in future Periodic Statements. Such withdrawal of a debit authorization does not terminate the Agreement or your obligation to pay all amounts owed under the Agreement or the Card Terms. Company will be responsible for all costs of collections and damages under the Agreement if amounts owed are not paid by Company as described in the Agreement. Spending limits may be reduced (including to zero), and your Ramp Account may be terminated or otherwise limited, if you withdraw debit authorization.

# **3. Additional Terms**

## 3.1. Term and Termination

The Agreement is effective when you submit an application for a Ramp Account or otherwise agree to the Platform Agreement and continues until terminated by either you or us, or in accordance with the Card Terms or as otherwise set forth in the Agreement.

You may terminate the Agreement by paying all amounts owed and providing notice to us but remain responsible for all Charges, Fees, Fines, and other amounts owed. Your payment and Ramp's acceptance of any amounts does not extinguish or waive any of Ramp's rights hereunder. In addition to the termination rights provided elsewhere in the Agreement, Ramp may terminate the Agreement without cause at any time by providing you thirty (30) days Notice. Upon termination, any related Cards will immediately expire.

Sections 1.5 (Security and Monitoring your Ramp Account), 1.10 (Data and Privacy), 1.12 (Beta Services), 1.13 (Feedback), 2.2 (Set Off and Collections), 2.3 (Authorization to Debit Linked Accounts), 3.1 (Term and Termination), 3.2 (Notice and User Notifications), 3.3 (Limitation of Liability), 3.5 (Disclaimer of Warranties by Ramp), 3.6 (Indemnification), 3.7 (Governing Law), 3.8 (Dispute Resolution and Arbitration), 3.9 (Legal Process), 3.10 (Assignment), and 3.14 (Confidential Information) of the Platform Agreement; the provisions of the Card Terms that identify continuing obligations; and any other provisions of the Agreement giving rise to continued obligations of the parties will survive termination of the Agreement.

## 3.2. Notice and User Notifications

You consent to us providing Notices to you and User Notifications to Users electronically, including in each case those required by law, and your Users must consent to receiving User Notifications electronically. Such electronic Notices and User Notifications shall have the same effect as if provided in writing.

Our Notices to you will be effective if provided to an Administrator, and User Notifications will be effective if provided to the applicable User, in each case electronically through the Services, via email, or (except as provided below) via SMS to the contact information provided to us by the Administrators or the User, as applicable; provided that any required Notice of any material change to or amendment of the Agreement under Section 3.12 (Changes to the Agreement) below will be provided to an Administrator. Company is responsible for coordination of all communication with Ramp and represents and warrants it is entitled to make and receive any communication or Notice on each Company Affiliate's behalf.

Notices and User Notifications may include alerts about Services, Cards, Charges or other kinds of transactions and may provide Administrators and Users the ability to respond with information about your Ramp Account. Administrators and Users may elect to not receive

certain Notices or User Notifications through your Ramp Account, but this will limit the use of certain Services and may increase the financial risks to Company.

We will request additional consent to send Administrators and Users SMS messages where required. SMS message frequency varies. Administrators or Users may cancel SMS messaging at any time by texting "STOP" to the short code. After an Administrator or User sends the SMS message "STOP" to us, we will send such Administrator or User an SMS message to confirm that such Administrator or User has been unsubscribed from receiving SMS messages. After this, such Administrator or User will no longer receive SMS messages from us. Such Administrator or User may resume receiving text messages by providing authorization via the Services and we will start sending SMS messages to you or the User again. If you are experiencing issues with the messaging program you can reply to the Ramp short code with the keyword HELP for more assistance, or you can get help directly at <https://app.ramp.com/support/submit-ticket> <sup>7</sup>. Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for any messages sent to you from us and to us from you. You can alter your communication preferences here: <https://ramp.com/home/communication-preferences>. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. If you have any questions regarding privacy, please read our [Privacy Policy](#).

Administrators and Users are responsible for all costs imposed by Internet or mobile service providers for sending or receiving Notices electronically. You acknowledge that you are solely responsible for ensuring that no Notices are blocked or delayed by any spam filter or otherwise.

It is your responsibility to ensure that the contact information, including any email addresses, associated with your Ramp Account remain current. Notify us immediately if you are or believe you are having problems receiving Notices.

Except as may be otherwise specified in the Agreement, notices from you to Ramp will be provided via the Services by contacting Ramp through the Services, with a copy sent concurrently by email to [legal@ramp.com](mailto:legal@ramp.com). Each notice will be deemed to be effective on the first Business Day following the day that you provide such notice as provided in this Section.

### 3.3. Limitation of Liability

RAMP IS NOT LIABLE TO YOU FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, DAMAGE ATTRIBUTABLE TO REPUTATIONAL HARM, PHYSICAL INJURY OR PROPERTY DAMAGE, OR LOST REVENUE ARISING FROM OR RELATED TO THE AGREEMENT OR TO THE SERVICES OR CARDS, INCLUDING YOUR OR A COMPANY AFFILIATE'S USE OF OR INABILITY TO USE SERVICES OR CARDS, WHETHER OR NOT WE WERE ADVISED OF THEIR POSSIBILITY BY YOU OR THIRD PARTIES. OUR

AGGREGATE LIABILITY TO YOU UNDER THE AGREEMENT FOR ALL CLAIMS IS LIMITED TO THE GREATER OF THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO RAMP IN THE THREE MONTHS PRECEDING THE EVENT THAT IS THE BASIS OF YOUR CLAIM OR \$10,000. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH YOUR CLAIM IS BASED.

### 3.4. Representations and Warranties

In addition to other representations and warranties provided by you in the Agreement, you represent and warrant that (a) Company and each Company Affiliate is and will continuously throughout the term of the Agreement be duly organized and in good standing under the laws of its jurisdiction of incorporation; (b) Administrators have requisite organizational power and authority to conduct business on and manage Company's Ramp Account in all respects, including delegating access or authority to other Users and connecting and authorizing debits from Linked Accounts, and Company is responsible and liable for each and every action taken by any Administrator that relates to the Agreement, Supplemental Terms, the Services, any Card or any Third Party Services; (c) you are opening an account on behalf of a Company organized and registered in the United States and that you are not opening an account as a consumer, sole proprietor, or unincorporated partnership; (d) you, Company Affiliates and Users will not engage in activities prohibited by the Agreement or any other agreement with us or a third party; (e) all Linked Accounts belong to you or a Company Affiliate; and (f) all Company Data and Personal Data provided to Ramp is and shall remain complete, accurate, and current, you will update such Company Data and Personal Data immediately whenever it changes, and you have all necessary rights, consents and authorizations to make Company Data and Personal Data available to us for the purposes contemplated hereunder.

### 3.5. Disclaimer of Warranties by Ramp

THE SERVICES, RAMP PROPERTY, AND BETA SERVICES ARE PROVIDED TO YOU AS IS AND AS AVAILABLE. NOT ALL SERVICES MAY BE AVAILABLE OR OFFERED TO YOU. RAMP DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, AND YOU ACKNOWLEDGE THAT NO RAMP PERSONNEL ARE AUTHORIZED TO PROVIDE ANY SUCH WARRANTY (EXCEPT IN A WRITTEN DOCUMENT IDENTIFIED AS AN AMENDMENT TO THE AGREEMENT AND EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF RAMP AND AN AUTHORIZED REPRESENTATIVE OF COMPANY).

THIRD-PARTY SERVICES ARE NOT PROVIDED, CONTROLLED, RECOMMENDED OR ENDORSED BY RAMP. RAMP DOES NOT PROVIDE SUPPORT FOR AND DISCLAIMS ALL LIABILITY ARISING FROM FAILURES OR LOSSES CAUSED BY OR RELATING TO THIRD-PARTY SERVICES. IF A THIRD-PARTY SERVICE IS CONNECTED TO OR USED WITH YOUR

RAMP ACCOUNT, COMPANY DATA AND PERSONAL DATA MAY BE ACCESSED AND RECEIVED BY RAMP AND SHARED WITH THE THIRD-PARTY SERVICE PROVIDER. WE ARE NOT RESPONSIBLE FOR THE THIRD-PARTY SERVICE PROVIDER'S USE, DISCLOSURE, MODIFICATION OR DELETION OF COMPANY DATA OR PERSONAL DATA.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RAMP DOES NOT GUARANTEE: (A) SERVICES OR DATA PROVIDED UNDER THE AGREEMENT WILL BE ACCURATE AND ERROR-FREE; (B) SERVICES WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS; (C) SERVICES WILL BE USABLE BY COMPANY, COMPANY AFFILIATES, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (D) SPECIFIC MERCHANTS HAVE PROVIDED CORRECT PAYMENT INFORMATION OR WILL PERMIT PURCHASES USING CARDS ISSUED BY A FINANCIAL INSTITUTION PARTNER; AND (E) SERVICES WILL BE SECURE OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE.

### 3.6. Indemnification

You agree to indemnify, defend and hold harmless Ramp, Financial Institution Partners and Third-Party Service Providers (including each such entity's affiliates, directors, employees, contractors and agents) from and against any losses, liabilities, damages, claims, costs or expenses (including reasonable attorneys' fees) arising out of or relating to third-party claims, proceedings, suits, or actions arising from, related to or involving (i) a Company Affiliate's, an Administrator's or a User's actual or alleged breach of any legal obligation owed to Ramp or others, including obligations arising out of the Agreement or the Card Terms; (ii) amounts owed by Company to third parties; (iii) acts or omissions of Administrators, Users, or other Company or Company Affiliate employees or agents in connection with use of the Services, the Cards or any Third-Party Services; and (iv) disputes over Charges or other payments between Company or a Company Affiliate and payees. Ramp may defend any claim subject to indemnification hereunder, using counsel of its choice, and you will pay or promptly reimburse Ramp for the reasonable fees of such counsel and all related costs and reasonable expenses.

### 3.7. Governing Law

The Agreement, and any dispute or controversy arising from or related to it, will be governed by, and construed and enforced in accordance with the laws of the State of New York, without reference to any choice-of-law or conflict-of-law provisions of any jurisdiction, except as otherwise provided in Section 3.8 (Dispute Resolution and Arbitration) below with respect to the Federal Arbitration Act.

### 3.8. Dispute Resolution and Arbitration

Ramp wants to address your concerns without the need for a formal legal dispute. Before filing any claim against the other (whether in court or arbitration), Company and Ramp agree to try to first resolve the Dispute informally. To initiate such informal Dispute resolution, the party seeking to have its claim resolved ("Notifying Party") will notify the other party ("Notified Party") of the actual or potential Dispute ("Notice of Dispute"). If Company is the Notifying Party, you will notify Ramp by email addressed to [legal@ramp.com](mailto:legal@ramp.com). If Ramp is the Notifying Party, Ramp will provide Notice to you as set out in the Agreement. The Notifying Party will include in its Notice of Dispute the name of each party, the Notifying Party's contact information for any communications relating to such Dispute, and sufficient details regarding such Dispute to enable the Notified Party to understand the basis of and evaluate the concerns raised. If the Notified Party responds to the Notifying Party within ten (10) Business Days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions to informally resolve the Dispute, then each party shall promptly participate in such discussions in good faith.

If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within thirty (30) days after the Notice of Dispute is sent (or if the Notified Party fails to timely respond as provided above), the Notifying Party may initiate a proceeding with respect to the subject Dispute as described below.

Subject to the foregoing provisions regarding informal dispute resolution, each party to the Agreement agrees that any past, present or future Dispute, including those arising under or relating to breach of the Agreement, or any other transaction or matter involving you and Ramp, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules ("Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, unless the Dispute is subject to the "Arbitration Exceptions" below.

If either party brings an action or otherwise commences any proceeding in any court or administrative agency involving, with respect to, or relating to such a Dispute (other than for an Arbitration Exception), such court or agency shall (i) stay such action or proceeding pending arbitration thereof; and (ii) award the party seeking such stay all of its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding. Further, if either party to the Agreement purports to initiate arbitration with respect to any Dispute without first providing an applicable Notice of Dispute and otherwise complying with all of its obligations under the Agreement relating to the informal resolution of such Dispute, then, notwithstanding any other provision of the Agreement, the arbitrator(s) will promptly dismiss the claim(s) that is the subject of such Dispute and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.



Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available in an individual lawsuit, subject to any effective and enforceable limitations of liability or exclusions of remedies set forth herein. Notwithstanding any language to the contrary in this paragraph, if a party seeks injunctive relief that would significantly impact other Ramp customers or users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may -- if selected by either party or as the chair by the two party-selected arbitrators -- participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

The arbitration will be held in English in New York County, New York, or, if you or Ramp so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If the value of the relief sought in arbitration is \$100,000 or less, you or Ramp may elect to have the arbitration based solely on written submissions, which election shall be binding, subject to the discretion of the arbitrator(s) to require an in-person hearing. Any such election by the petitioner must be made in or concurrently with the applicable Demand for Arbitration and any such election by the respondent must be made in or concurrently with the applicable answer.

Filing costs and administrative fees shall be paid in accordance with the AAA Rules; provided that the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with the arbitration proceeding, in addition to any other relief it may be awarded. All provisions of the Agreement that relate to arbitration shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in the Agreement.

***Notwithstanding anything to the contrary in the Rules, the arbitration of any Dispute shall proceed on an individual basis and not as a class, group, or representative action (collectively, a "Class Action"). Further, neither you nor Ramp may bring a claim as a part of a collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any***



***Dispute against Ramp will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.***

***To the maximum extent permitted by applicable law, neither you nor Ramp shall be entitled to consolidate, join or coordinate Disputes subject to arbitration hereunder with any disputes or claims by or against other individuals or entities, or to arbitrate any Dispute in a representative capacity, including as a representative member of a class or in a private attorney general capacity. In connection with any Dispute that is subject to arbitration hereunder, any and all such rights are hereby expressly and unconditionally waived. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.***

Notwithstanding anything to the contrary herein, you and Ramp each retain the right to bring either (i) an individual action in small claims court; or (ii) an individual debt collection action (the "Arbitration Exceptions"), even if the underlying Dispute is otherwise subject to arbitration hereunder. Either action may be brought in any court having jurisdiction. Additionally, if you breach any obligation to pay any amount owed to Ramp when due, Ramp retains the right to set off, collect or debit the amount owed as outlined in Sections 2.2 (Set Off and Collections) and 2.3 (Authorization to Debit Linked Accounts) above.

Except as otherwise required by applicable law or provided in the Agreement, if the agreement to arbitrate is found not to apply to you or your Dispute, a judicial proceeding may only be brought in a court of competent jurisdiction in New York County, New York. Both you and Ramp irrevocably consent to venue and personal jurisdiction there for any Dispute; provided that either party may bring any action to confirm an arbitral award in any court having jurisdiction.

The existence of and all information regarding any Dispute that is subject to arbitration hereunder will be held in strict confidence by you and Ramp and will not be disclosed by either party hereto except as reasonably necessary in connection with the conduct of the arbitration or the confirmation or enforcement of any arbitral award. Any such permitted disclosure will, to the maximum extent reasonably practicable, be made subject to obligations of confidentiality at least as stringent as the provisions of this paragraph. If any disclosure of information regarding any such Dispute is required under applicable law, the parties shall reasonably cooperate with one another to obtain protective orders or otherwise to preserve the confidentiality of such information.

## **3.9. Legal Process**

We may respond to and comply with any legal order we receive related to your Ramp Account or use of the Services, including subpoenas, warrants, or liens. We are not responsible to you for any losses you incur due to our response to such legal order. We may take any actions we believe are required of us under legal orders including holding funds or providing information as required by the issuer of the legal order. Where permitted, we will provide you reasonable Notice that we have received such an order.

## 3.10. Assignment

Ramp may assign, pledge, delegate or otherwise transfer the Agreement or its rights, powers, remedies, obligations, and duties of performance under the Agreement. Any such assignee will have all rights as if originally named in the Agreement instead of Ramp. You may not assign the Agreement or any rights hereunder, or delegate any of your obligations or duties of performance, without Ramp's express written consent.

## 3.11. Headings and Interpretation

Except where otherwise specified, all references to sections or provisions refer to this Platform Agreement or the applicable incorporated terms. The phrases **including, for example, or such as** do not limit the generality of the preceding provision; the word **or** will be read to mean **either... or... or any combination of the proceeding items**; and provisions listing items and using **and** require all listed items.

## 3.12. Changes to the Agreement

We may modify the Agreement, including by deleting, modifying or adding provisions to the Platform Agreement or the Ramp Terms, by posting an amended version. The amended version will be effective at the time we post it, unless otherwise noted. If such modifications constitute a material change to the Agreement, we will provide you with reasonable prior Notice before the modifications become effective as to you; provided, however, the modified Agreement may take effect immediately in exigent circumstances, including where required to comply with applicable law, regulation or Payment Network rules or to avoid or mitigate any material risk, loss or damage. If you do not accept any such modification, you must cancel your Ramp Account. If you provide electronic acceptance of the modifications or continue to use the Services or Cards after any modification takes effect, you will be deemed to have consented to the revised Agreement.

Alternatively, and notwithstanding the foregoing, Ramp may (but has no obligation to) provide in any such Notice of any modification to the Agreement that such modification will take effect

only upon affirmative acceptance thereof by Company via email, the Services or another means of communicating such consent as described in such Notice. In that event, Ramp may terminate your Ramp Account and any further right to use any Services or Card upon Notice if you do not timely accept the proposed modification in accordance with the method described in the Notice.

Any waiver, modification, or indulgence that we provide to Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under the Agreement for any other or future acts, events, or conditions. Further, any delay by a party in enforcing its rights under the Agreement does not constitute forfeiture of such rights.

### 3.13. Entire Agreement; Severability

The Agreement (including any terms or policies incorporated herein) constitutes the entire understanding between Company and Ramp regarding the subject matter of the Agreement and supersedes all prior or contemporaneous proposals, agreements or understandings, written or oral, and including any non-disclosure or confidentiality agreements, regarding that subject. No other agreements, representations, or warranties other than those provided in the Agreement will be binding unless in writing and signed by Company and Ramp. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### 3.14. Confidential Information

**(a) Restrictions on Use.** In connection with the Agreement, a party may receive ("Recipient") Confidential Information from the other party ("Discloser"). Except as allowed in the "Exceptions" paragraph immediately below, Recipient shall hold Discloser's Confidential Information in confidence and shall not disclose any such Confidential Information to any third party, other than (i) to its employees, contractors, service providers, advisors and affiliates who need to know such Confidential Information and who are bound by confidentiality restrictions comparable to and no less restrictive than those set forth herein; and (ii) as expressly set forth in the Agreement and/or Privacy Policy. To protect Discloser's Confidential Information, Recipient shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care).

**(b) Exceptions.** Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or

regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a Financial Institution Partner.

## 4. Defined Terms

Capitalized terms in the Agreement are defined as follows:

- Administrator means any User designated by Company as an administrator of Company's Ramp Account.
- Agreement means, collectively, the Platform Agreement and all Ramp Terms applicable to the Services you request or receive access to.
- Beta Services means any products or services identified as beta, pre-release or similar.
- Card Networks means the payment card networks, including Visa.
- Card Terms means the agreement between Company and the applicable Financial Institution Partner for use of Cards.
- Cards means physical or virtual payment cards issued by a Financial Institution Partner and managed through your Ramp Account.
- Charge means a payment for goods or services made using a Card to a merchant that accepts payments on the applicable Card Network.
- Chargeback means a dispute that you initiate (i) against a merchant for an unresolved dispute with the merchant; or (ii) because a Charge is unauthorized.
- Company or you means the company that is applying for or has opened a Ramp Account.
- Company Affiliate means an affiliated legal entity of Company that (i) is controlled by or under common control with you; (ii) you have expressly authorized to access and use your Ramp Account; and (iii) has satisfied any additional conditions imposed by Ramp or its Financial Institution Partners for access to Services.
- Company Data means information or documentation provided by or on behalf of Company or a Company Affiliate to Ramp under the Agreement, including Financial Data.
- Confidential Information means non-public information in any form that is designated as confidential prior to disclosure or should reasonably be understood to be confidential due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information includes any non-public portions of the Agreement. Confidential Information shall not include information that: (i) is or becomes publicly available (other than by disclosure by Recipient in violation of the Agreement); (ii) is independently developed by Recipient without use of Discloser's Confidential Information; (iii) is rightfully obtained by Recipient from third parties without an obligation of confidentiality; or (iv) is made available by or on behalf of Company or a Company Affiliate in connection with (x) an application for a Ramp Account or features or Services available through a Ramp Account, or (y) use of the Services.
- De-Identified Data means data derived from Company Data or Personal Data or otherwise

relating to Company, Company Affiliate and/or User use of the Services that has been de-identified or aggregated.

- Dispute means any dispute, claim, or controversy between you, including those involving any entity or person you authorize to access your Ramp Account, and Ramp that arises out of or relates to (i) the Agreement (including any addenda hereto or other terms incorporated herein by reference); (ii) the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of the agreement to arbitrate hereunder; or (iii) any services we provide to you (including the Services) or your Ramp Account.
- Feedback means all feedback, suggestions, ideas, or requests you submit or otherwise communicate to us by any means.
- Fees means charges we impose for use of Services or your Ramp Account.
- Financial Data means Company's or a Company Affiliate's bank balance, transaction, and account information accessible to Ramp through Linked Accounts or Third-Party Services.
- Financial Institution Partner means each of our financial and payment institution partners, such as each issuing bank that is a member of a Card Network and is responsible for issuing Cards to you. References to Financial Institution Partner shall be deemed to include Stripe, Inc. and Marqeta Inc. in their capacity as program managers for the Card program and each International Payments Partner.
- Fines means all fines, fees, penalties, or other charges arising from your breach or violation of the Agreement, any Card Terms, any other agreements you have with Ramp or a Financial Institution Partner, any law, any regulation or any Payment Network rules.
- Linked Account means any eligible deposit or other similar type of bank account that is held with a financial institution or other account type that provides financial data and is linked to or otherwise authorized for use through your Ramp Account.
- Notice and Notify means any communication related to the Agreement that is provided to you in accordance with Section 3.2 (Notice and User Notifications) above. For the avoidance of doubt, a User Notification shall constitute Notice to Company if a copy thereof is sent by us to an Administrator in accordance with Section 3.2 (Notice and User Notifications) above.
- Payment Network means each applicable Card Network, NACHA and any other domestic or international payment networks supported by us or our Financial Institution Partners.
- Payment Services means Services that enable bill pay, reimbursements and other non-Card payment functionality.
- Periodic Statement means the periodic statements identifying Charges, Fees, Fines, Reimbursements or other amounts charged to your Ramp Account in connection with use of Cards, as well as any refunds, Chargebacks, payments or other amounts credited to your Ramp Account in connection with use of Cards, during each billing cycle.
- Personal Data means data that identifies or could reasonably be used to identify a natural person.
- Platform Agreement means this Ramp Platform Agreement, as amended.
- Prohibited Activities List means the list of prohibited business types and activities posted as

Ramp Terms (as updated from time-to-time) that may render Company ineligible for a Ramp Account.

- Ramp or we means Ramp Business Corporation and its affiliates, unless otherwise stated.
- Ramp Account means your corporate account with Ramp that is used to access Services via [app.ramp.com](http://app.ramp.com) or other Ramp Property, including reviewing expenses and managing Cards.
- Ramp Data means all data generated, collected or logged by Ramp through the development or provision of Services or Cards, or the connection of Third-Party Services.
- Ramp Property means the Services and related technology, including applications providing Users with access to the Services; Ramp Data; and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property rights in or to any of the foregoing.
- Ramp Terms means the agreements, terms, addenda and supplements that are incorporated herein by reference and are (a) posted at <http://ramp.com/legal> <sup>7</sup> (or a successor URL); or (b) agreed to in writing by and between Ramp and Company and/or a Company Affiliate, including electronically via the Services. Ramp Terms do not include the Card Terms or other agreements by and between you and a Financial Institution Partner.
- Services means the expense and corporate Card management services and all other services provided by Ramp to business customers, as well as any support services we provide. For the avoidance of doubt, Third-Party Services are not part of the Services.
- Supplemental Terms means additional terms or policies to which we, a Third-Party Service Provider or a Financial Institution Partner may require you to agree for access or use of certain Services.
- Third-Party Service Provider means any provider of any Third-Party Service and any affiliate or other third party that assists us in providing the Services to you, or that supports our internal operations.
- Third-Party Services means services and data provided by third parties related or connected to, or provided through, the Services or your Ramp Account, including in connection with rewards. Third-Party Services may (but will not necessarily) include accounting or expense management platforms (such as QuickBooks, Expensify, Xero, and NetSuite), payment processors and e-commerce platforms (such as Stripe), enterprise software tools (such as Slack or Outlook) and applications used to monitor Linked Accounts (such as Finicity). Each example is noted without limitation.
- United States Entities means companies organized and registered in the United States (such as C-corps, S-corps, LLCs, or LLPs).
- User Notifications means communications from us to Users, as described in Section 3.2 (Notice and User Notifications) above.
- User Terms means the terms of service presented by or through Ramp to each potential User, which may consist of multiple agreements posted at [www.ramp.com/legal](http://www.ramp.com/legal) <sup>7</sup>.
- Users means any employees, contractors, agents, or other individuals who (i) are designated as users of the Services by Company; and (ii) have accepted and agreed to be bound by the User Terms.

