



## STANDARD TERMS AND CONDITIONS OF PURCHASE

These STANDARD TERMS AND CONDITIONS OF PURCHASE (the “Terms”) govern the rights, remedies, and obligations of Bill.com, LLC, or an entity controlled by Bill.com, LLC or subject to common control with Bill.com, LLC, (“Company”); and a vendor or supplier (the “Supplier”) of items and materials, including products, hardware, software, furniture, equipment, and merchandise (“Goods”) and services (“Services”) shall apply to purchase orders issued by Company and agreements, engagement letters, statements of work, or other documents executed by Company and Supplier (each a “Purchasing Document”). (For brevity, the term “Product” or “Products” as used herein shall refer to either “Goods” or “Services” or both as the context requires.)

1. **DELIVERY.** Supplier shall provide the Products described in the Purchasing Document pursuant to the Terms. Time is of the essence. Delivery shall be in accordance with the schedule set forth in the Purchasing Document and any delays in shipment or deliver date shall be reported immediately by Supplier to Company. No partial deliveries or deliveries of additional items shall be made without Company’s express prior written consent. Company reserves the right to cancel any Order in whole or in part if Supplier fails to make deliveries in accordance with its terms.

2. **PRICE.** The prices for the Products shall be set forth in the Purchasing Document. Prices shall not be increased, unless an increase has been authorized in writing by Company. If Supplier decreases prices for any items to be furnished, the price of all unshipped items shall be adjusted to the lower prices. Applicable taxes and other charges such as duties, customs, tariffs, and imposed or government-imposed surcharges, shall be stated separately on Supplier’s invoice.

3. **INVOICING.** All invoices shall include, without limitation, the purchase order number, and a description of the items, quantities, and unit prices for all Goods or Services invoiced. Payment by Company’s check will be deemed to have been made on the date of mailing. If payment is made electronically, payment shall be deemed made when Supplier’s depository institution receives or has control of the payment.

4. **TERM AND TERMINATION.** A Purchasing Document shall continue in force until the later of (a) completion of the Services or (b) expiration of all warranties for Goods or Deliverables. A Purchasing Document for Goods may be terminated or cancelled by Company, in part or in whole, for any reason immediately upon notice. A Purchasing Document for Services and/or Deliverables may be terminated or cancelled by Company, in whole or in part, for convenience with thirty (30) days prior notice. A Purchasing Document for Services

and/or Deliverables may be terminated by Company, in whole or in part, effective as of the occurrence of Supplier’s curable breach if Supplier fails to cure the breach within thirty (30) days of notice of such breach from Company. A Purchasing Document for Services and/or Deliverables may be terminated by Company, in whole or in part, immediately upon Supplier’s incurable breach. Upon the effective date of termination by Company, Supplier shall: (i) immediately cease all work under the Purchasing Document and Company shall be liable only for authorized work completed as of the date of termination; and (ii) provide Company with any and all work in progress or completed work under the Purchasing Document. If Company elects to have Supplier continue performance under a Purchasing Document, it shall remain in effect until both parties have fulfilled all of their obligations. Within thirty (30) days from the date of termination of a Purchasing Document, Supplier shall submit to Company an itemized invoice for any previously approved fees or expenses accrued but unpaid until the time the Purchasing Document was terminated. There shall be no charges for canceling Purchasing Documents for standard Goods. Any claim for cancellation charges for nonstandard Goods must be submitted to Company in writing within thirty (30) days after receipt of Company’s cancellation notice. Supplier’s claim may include: (i) the cost of unique Goods in process, and (ii) the cost of paying claims to Supplier’s Suppliers for work directly allocable to Goods cancelled and which cannot be diverted to other customers of Supplier’s Suppliers. Supplier shall, whenever possible, place such Goods in process in inventory and sell them to other customers. In no event shall any such claim for nonstandard Goods exceed the total price for Goods cancelled. Upon payment of Supplier’s claim, Company shall be entitled to all work and Goods paid for. Company reserves the right to inspect Supplier’s work and Goods in process and to audit all relevant documents prior to paying Supplier’s claim.

5. **PACKING AND SHIPMENT.** All Goods shall be prepared for shipment according to Company’s instructions, if any, and otherwise in a manner that follows good commercial practice, is acceptable to common carriers, and is adequate to ensure safe arrival. Supplier shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of Company and Supplier. Unless otherwise specified herein, all shipments shall be DDP (Incoterms 2000). Notwithstanding any prior inspections, Supplier bears all risk of loss, damage, or destruction until final acceptance by Company.

6. **ACCEPTANCE.** Payment for items ordered hereunder shall not constitute acceptance. All items are subject to Company’s inspection and test before final acceptance at Company’s premises. If any inspection or test is made on Supplier’s premises, Supplier shall provide Company’s inspectors with reasonable facilities and assistance at no additional charge. No item shall be deemed accepted by Company until Company has given written notice of such acceptance to Supplier. Company shall have the right to reject or require the correction of any item found to be defective, which item shall be promptly replaced or corrected by Supplier.

7. **WARRANTY.** With respect to Goods delivered to Company, Supplier warrants that all items shall be merchantable, free from defects in design, workmanship and materials, and conform to the agreed-upon specifications for the items. With respect to Services to be performed by Supplier, Supplier warrants that Services will be performed with (i) due care, skill and diligence, (ii) in a professional and workmanlike manner, (iii) in accordance with high industry standards and practices, (iv) in conformity with the specifications in the Purchasing Document, and (v) without a conflict of interest with respect to a third party. All results of the Services developed by Supplier, either alone or jointly with others, whether completed or in-progress (the "Deliverables") shall conform to the relevant specifications in the Purchasing Document and, to the extent there are no directly relevant specifications, to high industry standards. At Company's option, Supplier shall promptly repair and correct any deficiency, replace or refund the purchase price and cost of shipment to Company of all defective or otherwise unacceptable items or Deliverables. Company shall have no liability for any such returned items or defective Deliverables and Supplier shall bear all liability, responsibility and expenses for them. The foregoing warranties are in addition to all other warranties, express, implied, or statutory, and survive delivery, inspection, acceptance, or payment by Company.

8. **INSURANCE.** During the term of the Purchasing Document, Supplier shall obtain and maintain throughout such term and for a period of two years after, at its own expense, the applicable insurance policies described here <https://www.bill.com/legal>. Supplier is only required to obtain such policies that are applicable to Supplier's business and the Products to be provided to Company. At Company's request, Supplier shall include Company as an additional insured on the applicable policies and shall provide Company a Certificate of Insurance issued by the appropriate insurance Company.

9. **SUPPLIER PERSONNEL.** Supplier shall determine the methods, details, and means of performing the Services or providing the Goods. Unless set forth in the Purchasing Document, Company will not control, direct, or supervise Supplier's employees, independent contractors, Suppliers, agents, permitted subcontractors, and invitees ("Supplier Personnel") in the performance of the Services. Supplier agrees to take all reasonable measures, including conducting necessary background checks, to ensure that Supplier Personnel will not engage in inappropriate conduct while performing Services for Company and agrees that Supplier Personnel who engage in inappropriate conduct shall be removed and replaced immediately upon Company's reasonable request. Supplier shall require Supplier Personnel performing any of the Services at Company's facilities to observe at all times the security, confidentiality, and safety policies of Company. Supplier shall withhold and pay all amounts required for any employer or employee tax or contribution, including local, state and federal income tax, unemployment insurance and disability insurance. It shall be Supplier's sole responsibility to compensate and/or pay Supplier Personnel.

10. **SUBCONTRACTING.** Supplier shall not subcontract

any Services without the prior written consent of Company, which Company may grant or withhold in its sole discretion. If Company provides such written consent, then Supplier shall have the primary obligation to perform the Services, and shall be fully responsible for the performance of any subcontractor and the compliance with all of its obligations by any subcontractor. Supplier shall, in its contracts with all permitted subcontractors and agents in the provision of Services, flow down all of its obligations.

11. **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.** "Intellectual Property" means all intellectual property and proprietary rights, including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, proprietary information and data and databases.

11.1 **Company Property.** "Company Property" means the following: (1) Company's Intellectual Property that Company owns prior to the Effective Date of the Purchasing Document or acquires separately or develops; (2) Intellectual Property conceived, produced or developed by Supplier, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Supplier's performance of this Agreement; and (3) other Deliverables, Goods, or Services that are made by Supplier through the use of Company's equipment, funds, supplies, facilities, materials and/or Company proprietary information. "Company Contracted Property" means Intellectual Property that falls within the scope of any of subsection 2 and 3 of the previous sentence. Supplier agrees to assign and hereby assigns to Company all of its respective rights, title, and interest in the Company Contracted Property and Company owns all right, title and interest in and to such Deliverables, Goods, and Services, the rights, title, and interest including all rights of inventorship and authorship, all patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights and all other Intellectual Property rights. Company grants Supplier no rights to Company Property beyond the scope of this Agreement.

11.2 **Supplier Property.** "Supplier Property" means Intellectual Property (1) created or acquired by Supplier before the Effective Date of the Purchasing Document and not assigned pursuant to a Purchasing Document or (2) independently developed by or for Supplier as part of Supplier's normal business and not developed for or paid for by Company under a Purchasing Document. Supplier Intellectual Property may be included as part of the Goods, Deliverables, or Services, but the title to such Supplier Intellectual Property shall remain with Supplier. However, except as provided in this section 11.2, for any Supplier Property incorporated into the Deliverables, Goods, or Services, Supplier grants Company a fully-paid up, perpetual and irrevocable, world-wide, non-exclusive license to: (a) prepare derivative works; and (c) make, use, have made, import, have

imported, export, have exported, distribute, have distributed, publicly and privately perform, display and transmit derivative works and reproductions thereof, and to sublicense all of these rights for Company's benefit and to sublicense such rights for Company's benefit. Notwithstanding the foregoing, to the extent that the Goods, Deliverables, or Services to Company consist solely of training materials developed by Supplier without use of Company Intellectual Property or Company Confidential Information, such license and sublicense right shall be solely for Company's use in its internal business operations. Further, where the Goods, Deliverables, or Services include providing entertainment, speaking, and/or participating as a host, lecturer, performer or guest in a meeting/conference, the rights granted in this paragraph shall further include a grant to use Supplier's likeness and performance in Company's internal and external business operations and to record, and to broadcast, web cast or otherwise disseminate Supplier's performance and likeness, in whole or in part, live or recorded, with or without audio or video, or with different audio or video throughout the world on all media, channels and manner of distribution now or hereafter known.

11.3 Supplier shall prominently declare in the applicable Purchasing Document under a section entitled "Third Party Intellectual Property" any third-party Intellectual Property or open source software (1) incorporated into any Services, Deliverables, or Goods or (2) that is required for use of any Deliverable or Goods (each a "Dependency"). Each Dependency declaration shall include all necessary documentation, including license terms and copyright notices, for Company to be able to adequately determine its rights to use and reproduce the Dependency. Company hereby rejects any Deliverables containing any Dependency that is not declared in a Purchasing Document or that is incompatible with the assignments or licenses granted in these Terms or the Purchasing Document.

12. **CONFIDENTIALITY.** "Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of (i) the Purchasing Document and (ii) business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving party. During the term of the Purchasing Document and for five (5) years thereafter, the Receiving Party shall: (i) use at least the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than

reasonable care), (ii) not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Purchasing Document and these Terms, and (iii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with the Purchasing Document and these Company Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, Supplier shall provide prompt notification to Company of any unauthorized access to or disclosure of Company Confidential Information. If the Receiving Party is compelled by law or any listing or trading agreement concerning its publicly-traded securities to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Upon termination or expiration of the Purchasing Document, or at the request of Company at any time during or after the termination or expiration of the Purchasing Document, Supplier will deliver to Company or destroy and certify destruction (at Company's election and in the manner designated by Company) of all Company Confidential Information. Deliverables shall be Company Confidential Information, but shall not be Supplier Confidential Information unless agreed in advance in the Purchasing Document.

13. **INDEMNIFICATION.** Subject to applicable law, each party's sole indemnification obligation shall be as follows: (a) Supplier shall indemnify, defend (at Company's option), and hold harmless Company and its affiliates, and each of their officers, directors, employees and agents from and against all third-party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys' fees and costs, (collectively "Claims") arising out of or alleged to have arisen out of: (i) Supplier or Supplier Personnel's negligence or intentional misconduct, (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property rights of a third party by any Deliverable or Good or in performance of the Services, (iii) Supplier's failure to compensate or otherwise perform any obligation imposed on Supplier by law or contract with respect to Supplier's employment or engagement of Supplier Personnel, in which case, Claims shall include any payments assessed under U.S. Internal Revenue Code Section 4980H and any interest, penalties and additions to tax relating to such payments, or (iv) breach of a provision of a Purchasing Document; and (b) Company shall only indemnify, defend, and hold harmless Supplier from and against third-party Claims to the extent the Claims are due solely to Company's gross negligence or intentional misconduct. Supplier shall have no liability for Company's use of Goods or Deliverables outside the scope set forth in the Purchasing Document.

14. **FORCE MAJEURE.** Neither party shall be liable for any default or delay in the performance of its responsibilities under a Purchasing Document if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, strikes, civil disorders, quarantine restrictions, epidemics, pandemics, or any other cause

beyond the reasonable control of such party (“Force Majeure”). The time for performance for the non-defaulting party under the Purchasing Document will be extended as necessary, without penalty or liability to such party, for the same period of time as the delay. However, if it appears that the Force Majeure will result in a delay in Supplier’s performance of more than thirty (30) days, Company may, at its option, terminate the Purchasing Document immediately by written notice to Supplier.

15. **PUBLICITY.** Supplier shall not issue any press release or make any public statement relating to the subject matter of the Purchasing Document (including naming Company as a customer of Supplier) without Company’s prior written approval. Any references to Company or use of any Company logo (including the Company-certified logo), brand or trademark (whether publicly, in connection with the Services, or otherwise) are prohibited without Company’s prior written approval.

16. **NOTICES.** All notices required or permitted under this Agreement will be in writing, will reference the specific Purchasing Document, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. Notices to Company shall be addressed to the Company’s representative identified on the Purchasing Document with a copy to General Counsel, Bill.com, 6220 America Center Drive, Suite 100, San Jose, CA 95002 (email: legal@hq.bill.com).

17. **ASSIGNMENT.** Supplier may not delegate any duties or assign any of its rights or obligations under a Purchasing Document, whether by operation of law or otherwise, without the prior written consent of Company, except that Supplier may assign a Purchasing Document, in its entirety, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of Company.

18. **SETOFF.** All claims for money due or to become due from Company hereunder shall be subject to deduction by Company for any setoff or counterclaim arising out of this or any other of Company’s transactions with Supplier.

19. **COMPLIANCE WITH LAWS.** Supplier will comply with all federal, state, and local laws and regulations, applicable to the performance of its obligations hereunder. Supplier shall also comply with all local laws, rules and regulations regarding COVID-19, and its variants. At Company’s request, Supplier shall provide a copy of its COVID-19 (and its variants) response and prevention plan.

20. **REMEDIES.** The rights and remedies provided by either party herein shall be cumulative and in addition to any other rights and remedies provided by law or equity or those provided under the Uniform Commercial Code.

21. **LIMITATION OF LIABILITY.** IN NO EVENT

WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO THE OBLIGATIONS SET FORTH IN SECTION 13 (INDEMNIFICATION) OR BREACH OF SECTION 12 (CONFIDENTIALITY).

22. **RELATIONSHIP OF THE PARTIES.** At all times Supplier shall be acting as an independent contractor, and shall not be construed or deemed to be an employee, agent, partner, associate or joint venturer of Company within the application of any federal, state, city or local laws or regulations. Neither party has authority to assume or create any obligation or representation, express or implied, on behalf of or in the name of the other party, except as specifically provided herein.

23. **GOVERNING LAW.** The parties will use good faith to amicably resolve any dispute under any Purchase Document. The Terms will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under any Purchase Document will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

24. **ENTIRE AGREEMENT.** All references to “Purchasing Document” include these Terms. A Purchasing Document constitutes the entire agreement between the parties with respect to its subject matter, supersedes all prior agreements, whether written or oral, and supersedes and merges all prior discussions between Company and Supplier. A Purchasing Document may contain additional terms so long as they do not conflict with these Terms. These Terms shall prevail over any conflicting terms of a Purchasing Document, unless the conflicting terms are in a Purchasing Document signed by Company and Supplier. Any terms, conditions or provisions of any Supplier quotation, confirmation, order acknowledgement, invoice, or other commercial document sent to Company prior to or subsequent to the execution of a Purchasing Document, are hereby rejected, and shall not constitute additional or modified terms. Purchasing Documents shall be construed according to their fair meaning and as if prepared by both parties. A Purchasing Document may be amended by a written document executed by both parties. A purchase order issued by Company may also be amended through the issuance by Company of a revised purchase order. The headings contained in these Terms have been inserted for convenience of reference only and are not intended to define, limit or affect scope or intent. If a provision of a Purchasing Document is held to be invalid, illegal or otherwise unenforceable, the remaining provisions shall be unimpaired, and it shall be replaced with a provision which comes closest to the intention of the parties. No failure or delay by either party in exercising any right under a Purchasing Document shall constitute a waiver. Any waiver must be in writing executed by Company and Supplier and shall not be deemed a waiver of any

future breach. The remedies provided in a Purchasing Document are in addition to any other remedies of a party at law or in equity.

25. **ADDITIONAL ONLINE DOCUMENTS.** The following documents, available at <https://www.bill.com/legal> are incorporated into these Terms and can be updated upon written notice to Supplier (including email and posting on Company's website): (i) SUPPLIER CODE OF CONDUCT, (ii) INSURANCE POLICIES, (iii) TRAVEL AND EXPENSE POLICY, and (iv) INFORMATION SECURITY AND DATA PROTECTION ADDENDUM.

Date: May 2022