Quadient AP by Beanworks
Specific Terms and Conditions (STCs)

Service Description	Quadient AP by Beanworks Services (also referred to as "**Services**" in this STCs) is a SaaS-based accounts payable management platform where Customers use the Services as a tool to manage and automate invoices, payments, expenses and purchase orders with their vendors.
Service Terms	Usage of the Quadient AP Services: a) The Customer is responsible for identifying and authenticating all Permitted Users and ensuring that only Permitted Users access and use the Quadient AP Services in compliance with this Contract. "**Permitted Users**" means individuals who the Customer wishes to have access to and use the Quadient AP Services. b) Customer understands that any contract it might have with its vendors (for which invoices are processed including those managed through the Quadient AP Services), is a separate contract and Quadient is not privy thereto and shall have no liability arising therefrom. Customer User Account: Upon the Customer's request, Quadient will issue one account ("**the Customer User Account**") to Customer for use by Customer and all Permitted Users. The Customer will ensure that Permitted Users only use the Quadient AP Services through Customer User Account. The Customer will not allow any Permitted User to share the Customer User Account with any other person. Optional Features: There are certain optional features that are available on the Quadient AP Services at a fee. If Customer opts for it, Customer may be required to subscribe to third party services that are enabled through connecting with the Quadient AP Services. Customer understands and agrees that the third-party service providers are solely responsible and liable for performance of the optional features and Quadient shall have no liability to Customer or any third party with regard to the same. The optional features that are available are:- a) Third-Party Payment transactions: Payment processing and related services including ACH, eCheck, EFT and cheque/check payment; international payments and foreign exchange; and virtual credit card payment solutions (the "**Payment Solutions**"); b) Credit card reconciliation services: Reconciliation of Customer's credit card statements and other transactions. For credit card reconciliation services, Plaid Inc. services are used, and Customer acknowledges and agrees to Plaid's privacy policy at https://plaid.com/legal/#end-user-privacy-policy as a pre-condition to using the credit card reconciliation services. For services within the UK region, Quadient CXM UK Ltd. is an agent of Plaid Financial Ltd., an authorised payment institution regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 804718). Plaid provides you with regulated account information services through Quadient CXM UK Ltd as its agent; c) Utility Bill Management (UBM): Integration to utility companies for extraction of invoices and processing through Quadient AP Services.
Service Conditions	**Hosting** Quadient AP Services is available on 2 separate regional instances of the Amazon Web Services (AWS). **North America**: ca-central-1 (Montreal, QC) **Europe**: eu-west-1 (Dublin, Ireland) AWS maintains a comprehensive set of certifications and assessments, available at https://aws.amazon.com/security/. **Installation, Updates, Upgrades, and Maintenance** a) The Quadient AP Services include the following features, which may require installation to be run directly on Customer's systems ("**Customer Systems**"): (i) a sync tool, which automatically extracts and sync Customer Data from Customer's system with the Quadient AP Services; and (ii) an auto-updater, which periodically updates the sync tool. As a result, the Quadient AP Services may automatically download and install updates and upgrades

	from time to time. These updates are designed to improve, enhance and further develop the Quadient AP Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Customer consents to the installation of updates and upgrades (and authorizes Quadient to deliver these to the Customer) as part of the Customer's use of the Quadient AP Services. The Customer may withdraw consent by uninstalling the syncing software(s) from all Customer Systems. b) All updates, upgrades and maintenance are included with the Fees. Upgrades will occur on a regular basis with no effort required by the Customer. Notifications will be made in advance of any upcoming significant releases, maintenance or other events that may affect the Quadient AP Services. Some emergency updates may be communicated after they are delivered. **Consequences of Termination** Upon termination of a subscription, Customer will immediately cease accessing or using the Quadient AP Services. Within 90 calendar days following termination, Quadient will, at Customer's written request, grant Customer read-only access to the Services to independently export Customer Data at no charge, or delete or otherwise render inaccessible, any Customer Data that remains in the hardware or systems used by Quadient to provide the Quadient AP Services (the "**Transition Services**"). If additional Transition Services are requested (for e.g. providing a copy of Customer's invoice images), Quadient will provide Customer with the additional services at an additional fee under a separate written agreement.
Service Availability	The service availability is projected to be **99.5%** monthly average uptime, **excluding** any Planned Maintenance (as defined below) and FM Outage (as defined below). The service availability is calculated each month as: • (Total – Unplanned Outage – Planned Maintenance – FM Outage) / (Total – Planned Maintenance – FM Outage) x 100 • Customer may terminate this Contract if Quadient fails to achieve 99.5% service availability in 3 or more consecutive months. "**Planned Maintenance**" means the total minutes the Quadient AP Services is unavailable due to planned maintenance during the month. Any planned maintenance will be communicated in advance to the Customer. "**FM Outage**" means the total minutes the Quadient AP Services is unavailable due to a Force Majeure event; or issues or changes with the Customer's infrastructure and applications outside Quadient's control for example Customer's internet service provider is down.
Fees	**Setup Fee** A Setup Fee will be charged to first time customers upon contract execution. Setup includes technical integration, workflow and training meetings. **Subscription Fee** Total Subscription Price is a combination of some or all of the following, as specified in the Order Form:- • Setup Fee • Platform Fee • Tier*: The maximum number of monthly invoices at a fixed price • Modules*: Access to required features • Legal Entities: Number of organizational units • Optional features **For the pricing guide for the different Modules and Invoice Tiers, please contact your local sales manager for the latest information* **Overages** If Customer's use of the Quadient AP Services exceeds any service capacity set forth on an Order Form ("**Tier Overage**"), additional fees for the Tier Overage will apply. Customer will be billed for the Tier Overages for the specific month, at the end of the same month. If usage exceeds the maximum number of invoices included in the selected tier, additional invoices will be charged at the discount level of the tier. This price will apply to the first 10% of invoices outside of the invoice tier i.e. buffer. Once invoice volume exceeds the buffer, invoices will be charged at Quadient AP's latest list price per invoice.

	Quadient AP shall use reasonable efforts to notify Customers when they reach their maximum number of invoices to ensure overage fees are only charged in extreme cases. *For example:* *A monthly paying customer subscribes to a tier that includes a maximum of 1,000 invoices. One month, they process 1,100 invoices. Since this is within the 10% buffer, they will be charged the price per invoice for the agreed tier. Any invoices above 1,100 would be charged at Quadient AP's latest list price per invoice.* For annually paying Customers, the Tier Overage will be calculated based on the annualized amount and will be invoiced at the end of the year. For example, if a Customer prepays an annual subscription with a 2,400 Invoice Tier, the Tier Overage will be the amount that exceeds 2,400. Any invoices above the 10% (2,640 invoices) would be charged at Quadient AP's latest list price per invoice. **Billing** The Customer has the following options:- • Monthly Billing: Customer will be billed in advance at the beginning of each month. • Annual Billing: Customer will be billed in advance for the year. Overage fees will be billed at the end of each year and calculated based on the annualized Tier amount. • Transactional Payments Billing: Payments processed through the Quadient AP Services' Payment Module or in conjunction therewith are subject to a per-transaction fee based on the payment method or currency and are payable to either Quadient or directly to the Payment Solutions third party service partner, as applicable. Per-transaction fees are subject to change. As applicable, fees will be billed for additional or different specific Payment Solutions services ordered and used by Customer over the Subscription Term. Please contact your local sales manager for more details on the payment methods.
Professional Services	**General** As requested by Customer from time to time subsequent to Setup completion, Quadient will provide professional services to Customer as mutually agreed in a separate SOW. The scope may include or relate to supplemental workflow analysis, accounting and automation consulting, a change in ERP platform or environment, customized reporting and templating, additional (re)training or other related services (the "Professional Services") on a fee-for-service basis at then-current rates. **Special Installations and Troubleshooting** Time spent providing additional services, beyond the scope of standard Setup services, to address or resolve Minimum System Requirements not being met; special installation requirements; or complex or outsourced network infrastructure; and third-party applications, plug-ins and add-ons will be billed to Customer at Quadient's then-current hourly rates. Support provided performing diagnostics or troubleshooting IT issues, such as relating to connectivity, permissions, security or authorization, are also billable to Customer at Quadient's then-current hourly rates for Professional Services. **Migration to a Different ERP Platform Post Implementation** The Setup Fee referenced in an Order Form is the fee for the Setup services. If Customer subsequently migrates to a different ERP platform after Setup services have been completed, Quadient will assist with transitioning or re-implementing the Services for Customer on a fee-for-service basis at its then-current rates for providing Professional Services.

Country specific amendments or supplemental terms

BELGIUM

- **Quadient E-Invoicing services**
  (a) Description of service: "Quadient E-invoicing services" or "QES" is a service that enables the digitization, dematerialization and automation of administrative and accounting flows and processes for the Customer. QES is available as an optional service to be provided with Quadient AP by Beanworks Service (collectively, QES and Quadient AP by Beanwork Services are referred to as "Quadient Solutions").

(b) In Belgium, QES will be connected to the Peppol Network, using accredited Peppol Access Points operated by Third Party Provider - SOVOS. Quadient relies on the Sovos Compliance Network to deliver secure and compliance transmission of invoices and related documents.

(c) Definitions.

"**Peppol Network**" means the international interoperability framework for electronic document exchange managed by OpenPeppol AISBL.

"**Access Point**" means a technical service provider accredited by OpenPeppol to connect participants to the Peppol Network.

"**SOVOS**" means Sovos Compliance LLC and its affiliated companies, an accredited Peppol Access Point provider.

"**Sovos Compliance Network**" means the global compliance infrastructure and services operated by SOVOS, including its Peppol Access Points, e-invoicing platforms, and related compliance technologies.

(d) Customer obligations. Customer shall:

- (i) ensure that all invoices and related data submitted through QES are accurate, lawful, and compliant with applicable local accounting, tax, and e-invoicing regulations in Belgium, and are in the required formats;
- (ii) and remains solely responsible for the content of invoices and related documents transmitted through QES;
- (iii) not use QES for unlawful, fraudulent, or abusive purposes;
- (iv) not attempt to interfere with or compromise the security, stability, or integrity of the Peppol Network;
- (v) implement reasonable technical and organizational measures to protect its systems and credentials used to access QES;
- (vi) only use identifiers, credentials, and certificates provided or approved under the Peppol scheme; and
- (vii) immediately notify Quadient of any security incident, breach or misuse of Peppol services.

(e) Quadient obligations. Quadient shall:

- (i) provide access to applicable Peppol network using required specifications and standards;
- (ii) use reasonable efforts to maintain availability of QES but does not guarantee uninterrupted or error-free operation;
- (iii) comply with applicable data protection laws, including the EU General Data Protection Regulation (GDPR), when processing personal data on behalf of the Customer.

(f) In the event of a change to the applicable regulations resulting in an economic imbalance for Quadient, Quadient shall inform the Customer and may propose a change to financial conditions for accessing the Peppol Network to reflect the additional cost incurred by Quadient as a result.

(g) Data transmission and security.

- (i) Quadient Solutions rely on the Peppol Network for data transmission. Quadient does not guarantee the timeliness of delivery or the absence of errors during transmission caused by third parties or the Customer's systems.
- (ii) The Customer acknowledges that data transmitted through QES may pass through third party networks, including those operated by SOVOS and other Peppol participants.
- (iii) Quadient shall not be liable for delays, failures, or errors caused by:
  - The Customer's systems, software, or connectivity,
  - Third party networks or Third Party Providers including SOVOS and other Peppol participants, or
  - Force Majeure events.

(h) Peppol compliance and Third Party Provider requirements

- (i) Use of Peppol Network. QES is connected to the Peppol Network, and the Customer agrees to comply with all applicable Peppol policies, rules, and specifications, including those set by OpenPeppol AISBL.
- (ii) Accreditation and Access Points. Quadient delivers QES connection to Peppol Access Point operated by SOVOS, an accredited Peppol Access Point provider. The Customer acknowledges that SOVOS and other Peppol participants may impose operational, security, and compliance requirements which the Customer must adhere to. SOVOS maintains a comprehensive set of security precautions as published at https://sovos.com/customer-legal-data-sheets/ ; and data processing policies at https://sovos.com/software-and-services-terms/data-privacy/ .
- (iii) Support and maintenance services for the SOVOS Compliance Network are provided in accordance with SOVOS' Maintenance and Support Policy, available at https://sovos.com/support/ .
- (iv) Quadient reserves the right to suspend or terminate the Customer's access to the Peppol Network, with or without notice, if:
  - The Customer breaches Peppol policies,

- The Customer's use of Quadient Solutions endangers the integrity of the Peppol Network, or
- Required by SOVOS, OpenPeppol, or any competent authority.

(v) The Customer acknowledges that Peppol authorities, SOVOS, or Quadient may conduct compliance checks relating to the Customer's use of QES. The Customer shall reasonably cooperate with such checks.

(vi) The Customer shall indemnify and hold harmless Quadient against any losses, claims, or penalties arising out of the Customer's non-compliance with Peppol rules or misuse of the Peppol Network.

FRANCE

- **Quadient e-Invoicing Services ("QES")**

Service Description

(a) "Quadient E-invoicing services" or "QES" is a service that enables the digitization, dematerialization and automation of administrative and accounting flows and processes for the Customer. QES is available as an optional service to be provided with Quadient AP by Beanworks Service (collectively, QES and Quadient AP by Beanworks Service are referred to as "Quadient Solutions").

(b) In France, QES will be provided as Quadient Plateforme Agréée ("QPA") that enables electronic invoicing and dematerialization services for the Customer. QPA is registered with the French Tax and Public Finance Authority - Direction Générale des Finances Publiques or "DGFIP" and fully compliant with the French Electronic Invoicing Reform (Réforme de la Facturation Électronique 2026, or RFE 2026), as mandated by the DGFIP.

(c) QPA is interoperable with other Quadient solutions ensuring exchange of e-invoices with all counterparties in France.

(d) "PA" means an accredited partner dematerialization platform under Article 289 bis of the French Tax Code.

(e) "PPF" means the Portail Public de Facturation operated by the French State.

Service Conditions

Hosted in data centres in France that are ISO 27001 and SecNumCloud certified.

Customer obligations

1. The Customer shall:
   (a) Ensure all invoice content is complete, accurate, and compliant with VAT and accounting rules;
   (b) Provide invoices in formats compliant with standards under French tax law (Factur-X, UBL, CII, or others mandated by DGFiP);
   (c) Provide all necessary data for the Central Directory and promptly notify Quadient of any changes to such data;
   (d) Use valid and correct identifiers (SIREN/SIRET, VAT number, etc.);
   (e) Provide a Billing Mandate where required;
   (f) Maintain the confidentiality and security of its access credentials;
   (g) Not use QPA for fraudulent, illegal, or abusive purposes, create accounts with false identities, disrupt or attempt to disrupt QPA, dismantle or decompile QPA, access unauthorised data, disable or interfere with security measures, or probe or test vulnerabilities; and
   (h) Inform Quadient without delay of any security incident or suspected misuse.
   (i) Fill the register Cerfa mandate or other electronic invoicing mandate to designate Quadient as a PA and declare this choice in the national directory managed by the tax administration.
2. The Customer remains solely responsible for all Customer Data and actions performed via QPA, including the content and legality of invoices transmitted through QPA.
3. Quadient may suspend or terminate access to QPA immediately in case of breach of Customer obligations.

Quadient obligations

1. Quadient shall:
   (a) Maintain accreditation and compliance as a PA in accordance with DGFiP requirements;
   (b) Provide interoperability with the PPF and other Pas;
   (c) Ensure secure transmission, processing, and storage of invoice data; and
   (d) Notify the Customer of material regulatory changes affecting QPA.
2. Quadient does not guarantee uninterrupted availability of QPA. Service availability, support and maintenance are governed by the respective sections below. Except for commitments expressly set out in the SLA, Quadient's obligations are obligations of means. Quadient is not responsible for project management, compatibility with other systems, or the quality of telecommunications services.
3. Quadient shall not be liable for failures or delays caused by the PPF, other PAs, SCs, telecommunications networks, or Customer systems, or by the Customer's non-compliance with its obligations under the Contract.
4. If regulatory changes result in a significant economic imbalance for Quadient, Quadient may propose a price adjustment to reflect any additional costs incurred as a result of such changes.

Professional services

Quadient shall implement QPA for use by the Customer and its Authorized Users under the conditions set out in a SOW. The implementation and subsequent access to QPA require the Customer to implement the actions and comply with the prerequisites described in the SOW, which shall be separately entered into.

Fees and payment terms

Prices do not include installation, training, consulting, physical intervention, data restoration, or adaptation to specific needs unless expressly specified in the Contract.

Notwithstanding the GTCs, the price for QPA shall be revised annually at each Contract’s anniversary date using the following formula:

$$P1 = P0 \times S1 / S0,$$

where P1 is the revised price, P0 is the price applicable at the time of signing the Contract or at the time of the previous revision, S1 is the value of the latest Syntec index published on the revision date, and S0 is the value of the latest Syntec index published on the date the Contract was signed or at the time of the previous revision , unless otherwise agreed in writing by the parties.

The price of QPA may be exceptionally revised annually or if invoice volumes change significantly. Quadient shall provide written notice of 60 days for any proposed revision; the Customer shall have 15 days to accept or contest the revision. If no agreement is reached, Quadient may maintain the current price or terminate the contract with 90 days’ notice.

The Customer shall pay all invoices by automatic bank debit (SEPA Direct Debit) within 10 days of the invoice date unless otherwise stated in the Order Form. In the event of late payment, Quadient may charge interest at the rate of the European Central Bank refinancing rate plus 10 percentage points from the first day of delay. Quadient may also charge a fixed compensation of €40 per invoice for recovery costs, plus any additional costs incurred. Access to QPA may be suspended for non-payment after formal notice.

Data retention

Upon termination of the Agreement, Quadient shall, within 60 days of a written request by the Customer sent by registered letter with acknowledgement of receipt, return or destroy all Customer Data in a standard, readable format unless otherwise required by applicable law or regulatory obligations such as data retention for tax, audit, or legal compliance purposes. The Customer shall cooperate as reasonably necessary to facilitate the recovery of such data.