

Master Service Agreement

The United States

Effective Date:
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Definitions	1
1. Introduction	3
2. Service	3
3. Account and password	4
4. Dematerialisation of receipts	4
5. Managing the Online Platform and/or Pleo App	5
6. Keeping the Account and its details safe	5
7. Fraud reporting	5
8. Fees and charges	5
9. Billing	6
10. Expiry and termination of this Agreement	6
11. Intellectual property	7
12. Confidentiality	8
13. Customer services, communication and complaints	8
14. Limitation of liability; Disclaimer	9
15. Personal data and data processing	9
16. Changes to the Agreement	9
17. Law and jurisdiction	10
18. Assignment	10
19. Severance	10

Definitions

Account	Means the Online Platform and the Pleo App in which the Customer and the Users can manage and access the Service, including management of business expenses and virtual or physical payment card(s) issued by the relevant issuer.
Admin	Means any administrator of the Account assigned by the Customer, the Verified Admin or Multi-Entity Admin.
Agreement	Means this Master Service Agreement, including Appendix(es).
Available Funds	Means at any given time any unspent funds loaded to a payment account, provided and maintained in the Customers name by the relevant issuer, which are available to pay for fees and charges payable under this Agreement.
Business Day	Means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in the Customer's country.
Commencement Date	Means the date the Customer confirms agreement to this Agreement by subscribing via Pleo's Website or by agreeing to an Order Form, whichever is applicable to the specific sign-up flow. The Commencement Date will also follow from the Online Platform, Order Form or separate confirmation email(s).
Customer	Means the corporate customer who has accepted this Agreement.
Customer's Employees	Means the corporate customer's employees who have access to the Pleo App by authorization from the Customer or a User.
Customer Services	Means the customer support services available as described in clause 13 .
External Bookkeeper	Means the Customer's external bookkeeper which the Customer has assigned to the Account.
Initial or Renewal Term Period	Means the term period set in an Order Form accepted by the Customer and during which the Customer cannot change or terminate the Service.
Multi-entity Admin	Means the main administrator of the Accounts of Customers which the main Customer has assigned to the Accounts.
Online Platform	Means the secure personal log-in area of Pleo's Website where the Customer may view Available Funds, monthly statements, and manage the Account.
Order Form	Means any valid Order Form accepted by the Customer.
Pleo	Means Pleo North America, Inc.
Pleo App	Means the Pleo mobile application.
Pricing Page	Means the page on Pleo's Website where the fees and charges are reflected along with the Services available for each Subscription Plan.
Service	Means the services provided under the Agreement.
Subscription Fee	Means the monthly fee paid by the Customer for the use of the Service.
Subscription Plan	Means the plan applicable to the Customer which determines what Service the Customer has access to.
Term	Means the term period upon the Commencement Date until terminated in accordance with clause 10 , unless otherwise set out for the Initial or Renewal

	Term Period(s).
User	Means anyone (such as Verified Admin, Admin, External Bookkeeper, Multi-entity Admin, the Customer's Employees, the Customer's External Bookkeeper) who the Customer has authorized access to use the Account.
Verified Admin	Means the main administrator of the Account assigned by the Customer in connection with the creation of the Account.
Website	Means Pleo's website available at www.pleo.io .

1. Introduction

- 1.1. This Agreement sets out the general terms and conditions between the Customer and Pleo for the Service. Copies of this Agreement can be found at Pleo's Website or can be obtained free of charge by contacting Customer Services in accordance with clause [13](#).
- 1.2. By subscribing to the Service via Pleo's Website or agreeing to an Order Form, whichever is applicable to the specific sign-up flow, the Customer agrees to be bound by and to comply with the terms of this Agreement.
- 1.3. The Agreement will commence on the Commencement Date. The Agreement will terminate in accordance with clause [10](#).
- 1.4. The Agreement and all communications between the Customer and Pleo shall be in the English language, and to the extent that this Agreement is translated into any other local language, the English version shall prevail in case of inconsistency or conflicts.
- 1.5. This Agreement together with the Order Form, if any, and the US Data Processing Agreement in Appendix 1, embody the entire agreement between Pleo and the Customer for the Services and supersedes and replaces, oral or written, all prior agreements and understandings. Any ambiguity, conflict or inconsistency between the documents comprising this Agreement shall be resolved according to the following order of precedence:
 - Order Form (if any);
 - the US Data Processing Agreement attached to this Agreement as Appendix 1; and
 - this Agreement.

2. Service

- 2.1. The Service is a paid service whereby the Customer gets access to some or all of the Service features. The Service is provided by Pleo North America, Inc. The Service includes the following features (but not limited to):
 - Organization management tools
 - Onboarding of Users
 - Delegation of Mastercard cards (virtual and/or plastic) to Users
 - Overview of purchase activity
 - Purchase notifications
 - Tools to capture receipts, analytics, categorize expenses and make comments
 - Export functionality to accounting software
 - Access for External Bookkeeper
 - Adding employee out-of-pocket expenses
- 2.2. Pleo shall provide any part or all of the Service to the Customer and strives to attain extremely high levels of the Service features. Pleo may decide to change its Service or add new features in the future. By agreeing to this Agreement, the Customer acknowledges and agrees that the form and nature of the Service may change without prior notice to the Customer.
- 2.3. The Customer acknowledges and agrees that Pleo is not an accounting service. The Customer undertakes to ensure the accuracy and correctness of the data deriving from the Customer or the Users when using the Service. Pleo is not liable for any loss incurred by the Customer while using the Service if the data deriving from the Customer or the User is not accurate or correct.

- 2.4. Pleo offers different types of Subscription Plans for the Service. The details of the Subscription Plans are accessible on the Pricing Page and/or Order Form. In the Online Platform the Customer can see which Subscription Plan the Customer has subscribed to. In the Online Platform the Customer is able to change the Subscription Plan unless the Customer is subject to an Initial or Renewal Term Period in accordance with a separate Order Form.

3. Account and password

- 3.1. When the Customer creates an Account with Pleo, the Customer must provide information that is accurate, complete and current at all times. The Customer shall assign a Verified Admin to manage the Account.
- 3.2. The Verified Admin may give permission to further Admin(s) and an External Bookkeeper, if applicable, to manage the Account. The External Bookkeeper may be given limited or extended access.
- 3.3. The management of the Account allows the Verified Admin, Admin and External Bookkeeper (depending on whether limited or extended permission has been given) to add and onboard Users to the Account.
- 3.4. Upon the Customer's request, Pleo may decide to create a multi-entity log-in for multiple companies in a group. All companies shall be a Customer of Pleo. The main Customer who requests the creation of a multi-entity log-in shall assign a Multi-entity Admin to manage the Accounts of the Customers.
- 3.5. The Customer undertakes to ensure that the Users including the Verified Admin, Admin(s), External Bookkeeper and the Multi-entity Admin use and manage the Account in compliance with the Agreement.
- 3.6. The Customer and the Users are responsible for safeguarding the Account and password they use to access the Service.
- 3.7. The Customer remains fully responsible and liable for all activities and actions under the Account(s) by the Customer and/or the Users whether managed by a Verified Admin, an Admin, an External Bookkeeper and/or a Multi-entity Admin.
- 3.8. Accounts and access credentials must not be shared. The Customer and Users agree not to disclose passwords or passcodes to any third party, and the Customer is obligated to remove access to any User who is no longer authorized to access the Service (for example, former Customer Employee(s) or External Bookkeeper(s)). The Customer and the Users must notify Pleo immediately upon becoming aware of any actual or suspected breach of security or unauthorized use of the Account.
- 3.9. The Customer shall be responsible for all acts and omissions of any User.

4. Dematerialisation of receipts

- 4.1. When the User uses Pleo's Service, Pleo will perform the dematerialisation of the receipts in accordance with the tax and bookkeeping regulation in the Customer's country, as well as the local tax authority's requirements for performing the digitisation of receipts.
- 4.2. By use of the service, the Customer accepts and acknowledges that the digitisation of the physical receipt is done by Pleo on the Customer's behalf. Pleo's process of digitisation then allows the Customer to keep the digitized receipts for tax purposes only.
- 4.3. Pleo has a compliant technical set-up for dematerialisation that ensures the authenticity (origin) and readability of the data and guarantees that the receipt will not be modified. Each digitized receipt will be

securely stored for the relevant retention period.

5. Managing the Online Platform and/or Pleo App

- 5.1. Pleo will publish transactions and activity statements in the Online Platform and Pleo App. Each transaction will specify:
 - a. a reference enabling the Customer to identify a transaction;
 - b. the amount of each transaction;
 - c. the currency of a transaction;
 - d. the amount of any transaction charges including their breakdown, where applicable;
 - e. the exchange rate used in the transaction and the amount of the transaction after the currency conversion, where applicable; and
 - f. the transaction debit value date.
- 5.2. The Customer and the User will need access to the internet to gain access to the Online Platform and/or Pleo App. The Customer and the User may check the balance or view a statement of recent transactions, which will be updated in real-time, by visiting the Online Platform or Pleo App and following the login request for the Account.

6. Keeping the Account and its details safe

- 6.1. The Customer is responsible for keeping and ensuring that each User keeps the Account and its details safe, and the Customer is responsible for all losses and liabilities arising from the use or misuse of the Account and its details. This includes if a device has been lost, stolen or misappropriated which may be used to access the Customers or Users Account and its details. The Customer must take and ensure that each User takes all reasonable steps to avoid the loss, theft or misuse of the Account or the relevant details. The Customer shall not disclose, and the Customer shall ensure that no User disclose the Account and the relevant details to anyone except where necessary in accordance with this Agreement.
- 6.2. Failure to comply with this [clause 6](#) may be treated as gross negligence by the Customer and may affect the Customer's ability to claim any losses. NEVER COMMUNICATE THE ACCOUNT AND ITS DETAILS AND ACCESS CREDENTIALS TO ANYONE ELSE (OTHER THAN A USER) IN WRITING OR OTHERWISE. This includes printed messages, email and online forms.

7. Fraud reporting

- 7.1. Further information regarding how to report and prevent fraud is available on Pleo's Website: [Customer Security and Fraud Awareness](#).

8. Fees and charges

- 8.1. The fees (including the Subscription Fee) and charges associated with the Service form an integral part of the Agreement. The Subscription Fee is set out on Pleo's Website on the Pricing Page, Online Platform and/or an Order Form or issued upon request by contacting Customer Services as described in clause [13](#). The existing Subscription Fee for the Subscription Plan can be seen at <https://www.pleo.io/us/pricing>. These fees and charges may at Pleo's sole discretion be waived for certain periods or otherwise.
- 8.2. Pleo reserves the right to adjust and increase the fees and charges set out on the Pricing Page, this Agreement and/or an Order Form during the term of the Agreement, in accordance with the Harmonised Index of Consumer Prices (HICP) Consumer Price Index published by the European Central Bank, or if the Customer is located in a country not part of the HICP, the relevant Consumer Price Index for that market. Such price increase can only be performed annually and requires thirty (30) day written notice and will not be retroactive. The first price increase shall not start before the first year of the contract and will not exceed more than five per cent (5%) change annually.
- 8.3. For the avoidance of doubt, any increase in fees not covered by clause [8.2](#), shall be subject to the notice periods set out in clause [16](#).
- 8.4. The Customer further agrees to pay all relevant penalties as well as costs, including interest and legal or collection fees as permitted by the law, that Pleo may incur while collecting amounts owed by the Customer under this Agreement. For the purposes of collections of amounts owed, the Customer agrees that Pleo may further authorize third parties to pursue collections of amounts owed under this Agreement.

9. Billing

- 9.1. The amount of payment billed will depend on the fees and charges as outlined in clause [8](#).
- 9.2. The Customer will be billed periodically by automatic billing. Billing cycles can be monthly or yearly as presented in the Online Platform or the Order Form (if any). Pleo will issue an invoice which will appear on the Online Platform. Pleo will collect the payment by deducting the billed amount from the Available Funds.
- 9.3. If the Available Funds are not sufficient to cover the billed payment or automatic billing has failed to occur for any other reason, Pleo will contact the Customer directly or via the Online Platform. The Customer must make sufficient Available Funds available or provide a valid payment method within 7 calendar days after payment has failed.
- 9.4. If the Customer fails to make sufficient Available Funds available to cover the billed payment or provide a valid payment method within the timeframe specified in clause [9.3](#), Pleo reserves the right to suspend the Service and recover any outstanding debt or due payment directly from the Customer or via a third party collection service.
- 9.5. If the Customer terminates the Service in accordance with clause [10](#) below, the Customer's recurring billing schedule will be ended, and no cancellation fee will be levied. However, the Customer will be charged for the month of the termination and/or for the remainder of the Initial or Renewal Term Period agreed in a separate Order Form plus any outstanding months for which payment has not been received.

10. Expiry and termination of this Agreement

- 10.1. The Agreement will continue until terminated by either Pleo or the Customer in accordance with this clause [10](#).
- 10.2. Pleo may terminate this Agreement with immediate effect:
 - a. if the Customer or a User breaches any requirements in clause [3](#);
 - b. if the Customer or a User breaches a material part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter within 10 days, or use the Service in a manner that Pleo reasonably believe is fraudulent or unlawful;
 - c. if the Customer or a User act in a manner that is threatening or abusive to Pleo's staff, or any of Pleo's representatives;
 - d. if the Customer fails to pay fees or charges that have incurred;
 - e. If the Customer has not used the Service in which case, Pleo reserves the right to terminate the Agreement; or
 - f. If the Customer does not use the Service in the manner in which it was intended;
- 10.3. Pleo may also terminate the Agreement for no or any reason by giving the Customer two months' notice.
- 10.4. Unless the Customer is subject to an Initial or Renewal Term Period(s) as specified in the Order Form or any specific terms outlined in the Online Platform, the Customer may terminate the Agreement at any time by providing one (1) calendar month's notice free of charge by contacting Pleo using the contact details in clause [13](#), by sending an email requesting termination to cancellation@pleo.io or via the Online Platform (if available).
- 10.5. The Customer may terminate this Agreement with immediate effect:
 - a. in case of Pleo's material breach of this Agreement; or
 - b. if Pleo act in a manner that is threatening or abusive to the Customer's staff, or any of the Customer's representatives.
- 10.6. If the Customer has agreed to an Initial or Renewal Term Period in a separate Order Form, the Customer may terminate the Service in accordance with the notice period agreed in the Order Form.

11. Intellectual property

- 11.1. Pleo and its licensors, as applicable, owns and retains all rights, titles, and interests, including all intellectual properties rights, in and to each and every component of the Service. The Customer and Users agree not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of the Service or otherwise use the Service in any way that violates the use restrictions contained in this Agreement.
- 11.2. Pleo hereby grants the Customer and the Users a limited, nonexclusive, revocable right and license to access and use the Service during the term of this Agreement, subject to any applicable Order Form. Except for the express license granted under this clause [11.2](#), Pleo and its licensors, as applicable,

reserve all rights and do not grant the Customer nor the Users any license, express or implied, to the intellectual property of Pleo and its licensors.

- 11.3. Pleo's trademarks and trade dress such as graphics, logos, designs, page headers, button icons and scripts may not be used, in whole or in part, without Pleo's prior written permission.

12. Confidentiality

- 12.1. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("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 the Customer includes Customer's data; Confidential Information of Pleo includes the Service, the terms and conditions of all Order Forms (including pricing and payment terms), as well as business and marketing plans, technology and technical information, product plans and designs, "look and feel", specifications, components, functionalities and business processes disclosed by Pleo to the Customer and its Users. However, Confidential Information does 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.
- 12.2. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Customer and Pleo will maintain confidential any Confidential Information of the Disclosing Party and shall not disclose such Confidential Information to any third parties, except for the information (i) that is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities or (ii) to the Customer or Pleo's shareholders, investors, legal counsels or financial advisors or third party providers, provided that such party shall be bound by the confidentiality obligations similar to those set forth in this clause. With respect to this clause, affiliates of Pleo and its representatives shall not be regarded as third parties.

13. Customer services, communication and complaints

- 13.1. Pleo's Customer Services can be contacted 24 hours a day, 7 days a week. However, contact may be restricted to automated answering systems. Pleo will endeavor to resolve all inquiries immediately, however, please note that certain types of inquiry can only be resolved during normal business opening hours. The Customer can contact Customer Services by the following methods:
- telephoning +16294682990
 - emailing support@pleo.io
- 13.2. If Pleo needs to contact the Customer or the User or send a notification under this Agreement, Pleo will do so by either sending a notification in the Online Platform, the Pleo App or by sending an email to the email address provided when the Customer subscribed or the User obtained access to the Account, unless stated otherwise in the Agreement or Order Form.
- 13.3. If Pleo needs to contact the Customer in the event of suspected or actual fraud or security threats, Pleo will notify the Customer via either email, telephone or through a notification in the Online Platform

prompting the Customer to contact Customer Services. Depending on the circumstances, Customer Services may require the Customer to complete a dispute declaration form.

- 13.4. Pleo's business opening hours are Monday to Friday, 9 am to 5 pm (CET). Correspondence received after the close of business on a particular day or a non-Business Day will be treated as having arrived on the following Business Day.
- 13.5. If the Customer is not satisfied with any element of the service received, any complaints should be made to Customer Services using the contact details in clause [13.1](#) above. Calls may be monitored or recorded for documentation and training purposes.
- 13.6. Pleo will do everything Pleo can to make sure the Customer receives the best possible service.

14. Limitation of liability; Disclaimer

- 14.1. IN NO EVENT WILL PLEO BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXTRAORDINARY, SPECIAL OR PUNITIVE DAMAGES, NOR FOR ANY LOSS OF USE, INCOME, REVENUE, PROFITS, OR GOODWILL WHETHER OR NOT THE FOREGOING CONSTITUTES DIRECT DAMAGES. UNDER NO CIRCUMSTANCES WILL PLEO'S AGGREGATE LIABILITY TO THE CUSTOMER AND THE USER FOR ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING FROM, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, STATUTORY DUTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) EXCEED AN AMOUNT EQUAL TO THE AVAILABLE FUND.
- 14.2. Nothing in this Agreement shall exclude or limit any regulatory responsibilities that Pleo is not permitted to exclude or limit.
- 14.3. THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE, AND PLEO MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO SERVICE, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PLEO'S SYSTEM OR SOFTWARE.

15. Personal data and data processing

- 15.1. For the purposes of the Agreement and the performance of the Service, Pleo is required to access and process personal data of the Customer on behalf of the Customer. In this regard, Pleo acts as "Processor" (or, where applicable, "Service Provider") and the Customer acts as "Controller" (or, where applicable, "Business") where those concepts are recognized under applicable data protection laws, including, without limitation, the California Consumer Privacy Act, as amended ("CCPA"). Pleo's obligations as a Processor under the applicable data protection laws or Service Provider under the CCPA are detailed in the US Data Processing Addendum attached to this Agreement as Appendix 1.
- 15.2. Please refer to [Pleo's Privacy Policy](#) for full details of how Pleo processes personal data.
- 15.3. Unless the Customer has provided explicit permission, personal data will not be used for marketing purposes by Pleo or Pleo's commercial partners (unless the Customer has independently provided consent to them directly), nor will it be shared with third parties unconnected with the Agreement.

16. Changes to the Agreement

- 16.1. Changes to this Agreement may be made for reasons, including but not limited to, changes to the Service or introducing new services under this Agreement, withdrawal of a particular part of the Service, changes in market conditions or operating costs that affects Pleo, making the terms more clear or more favorable to the Customer or changes in relevant law and regulation. Such changes made to the Agreement will be published on Pleo's Website. Copies of the most up-to-date version of the Agreement will be made available on Pleo's Website at all times and will be sent to the Customer by email upon request free of charge at any time during the Agreement.
- 16.2. If any changes to the Agreement are made to the detriment of the Customer, Pleo will provide at least two months' notice before the changes take effect (unless the law requires or permits Pleo to make a more immediate change or in the event of a change to the exchange rate).
- 16.3. The Customer will be deemed to have accepted the changes if the Customer does not notify Pleo otherwise prior to the date the change takes effect and continues to use the Service. If the Customer does not accept the changes, the Customer may terminate this Agreement immediately and free of charge (subject to payment of any Service already used) before the expiry of the notice regardless of any Initial and Renewal Term agreed in a separate Order Form.

17. Law and jurisdiction

- 17.1. The Agreement, and the relationship between the Customer and Pleo arising out of or relating to the Agreement, will be governed by and construed in accordance with the laws of the state of New York, without giving effect to any choice of law or conflict of law provisions, whether of the State of New York or any other jurisdiction.
- 17.2. All disputes arising out of, relating to, or in connection with the Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Claim"), shall be determined by arbitration in New York, New York, by a sole arbitrator. The arbitration shall be administered by JAMS pursuant to the International Arbitration Rules and Procedures. For the avoidance of doubt, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury with respect to any Claim.

18. Assignment

- 18.1. Pleo may assign all rights and obligations pursuant to this Agreement to its subsidiaries or affiliates at any time by giving the Customer 2 months' notice where possible provided that the Customer's rights under this Agreement will not be adversely affected.
- 18.2. In all other cases, Pleo may not assign the rights and obligations pursuant to this Agreement without the Customer's express written consent, such consent may not be unreasonably withheld. The Customer may not assign this Agreement or rights provided, or delegate any of its obligations, without Pleo's express written consent.

19. Severance

- 19.1. If any term or provision in the Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

Appendix 1:

US Data Processing Addendum

This California Privacy Addendum (“Addendum”) forms a part of the Master Service Agreement between Pleo and Customer (“Agreement”) for the purchase of Service from Pleo. This Addendum applies to personal data about Customers that is Processed by Pleo on behalf of Customer under the Agreement.

The Addendum will be deemed executed at the same time as the Agreement. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

1. Definitions

- 1.1 “Controller” means an entity that determines the purposes and means of the processing of personal data.
- 1.2 “Processing” refers to any operation or set of operations that Pleo performs on personal data.

2. Customer Processing of Personal Data

- 2.1 Customer agrees that: (a) it shall comply with its obligations as a Controller under applicable data protection laws in respect of its processing of personal data and any processing instructions it issues to Pleo, and (b) it has provided notice and obtained (or shall obtain) all consents and rights necessary under applicable data protection laws for Pleo to process personal data and provide the Services pursuant to the Agreement and this Addendum.
- 2.2 Pleo shall process personal data in accordance with Customer’s instructions. By entering into the Agreement, Customer instructs Pleo to Process personal data to provide the Service. Customer acknowledges and agrees that such instruction authorizes Pleo to Process personal data in connection with the following:
 - a. the performance of obligations under the Agreement;
 - b. the performance of legal obligations and establishment, exercise, or defense of legal claims in respect of the Agreement; and
 - c. the provision of Service as described in the Agreement, including but not limited to billing, account management, technical support and product development and to make available personal data to other parties as contemplated under the Agreement.

3. Customer Responsibilities

- 3.1 Customer agrees that, except as provided by this Addendum, it is responsible for its secure use of the Service, including securing credentials and encrypting personal data in transit to the Service. Customer is additionally responsible for securing and backing up copies of personal data that are exported and stored outside the Services.

4. Security Incident

- 4.1 Pleo maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data. A delay in giving such notice requested by law enforcement and/or in light of Pleo’s legitimate needs to investigate or remediate the matter before providing notice will not constitute an undue delay.
- 4.2 Without prejudice to Pleo’s obligations, Customer is solely responsible for complying with security incident notification laws applicable to Customer and fulfilling any third party notification obligations related to any security incidents.

- 4.3 Pleo's notification of or response to a security incident under this Section will not be construed as an acknowledgement by Pleo of any fault or liability with respect to the security incident.

5. California Consumer Privacy Act Obligations

- 5.1 With regards to the Processing of personal data, the Parties further acknowledge and agree that Customer acts as a "business" and Pleo is a "service provider," as those terms are defined in the California Consumer Privacy Act, as amended (together with its implementing regulations, "CCPA").
- 5.2 To the extent required under the CCPA, Pleo further agrees to the following with respect to personal data processed under this Addendum on behalf of Customer:
- a. Pleo will not retain, use, or disclose the personal data that it collects for any commercial purpose other than the business purposes specified in the Agreement and this Addendum (including the Customer instructions above) and for those other purposes permitted under the CCPA;
 - b. Pleo will not "sell" or "share" (as those terms are defined in the CCPA) the personal data;
 - c. Pleo will not retain, use, or disclose the personal data that it collects outside the direct business relationship between Pleo and the Customer as set forth in the Agreement and this Addendum, unless expressly permitted by the CCPA;
 - d. During the term of this Agreement and not more than once per year, Customer may request Pleo make available to Customer information to demonstrate compliance with the obligations set out in this Addendum. Pleo will reasonably respond to such requests by providing documentation demonstrating compliance or by completing Customer questionnaires without undue delay. Customer agrees that the foregoing affords it the right to take reasonable and appropriate steps to ensure that Pleo uses the personal data that it collects in a manner consistent with obligations under the CCPA;
 - e. Pleo will comply with all applicable sections of the CCPA, including providing the same level of privacy protection as required under the CCPA;
 - f. Pleo will notify the Customer if it determines that it can no longer meet its obligations under the CCPA; and
 - g. The Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate Pleo's unauthorized use of personal data.