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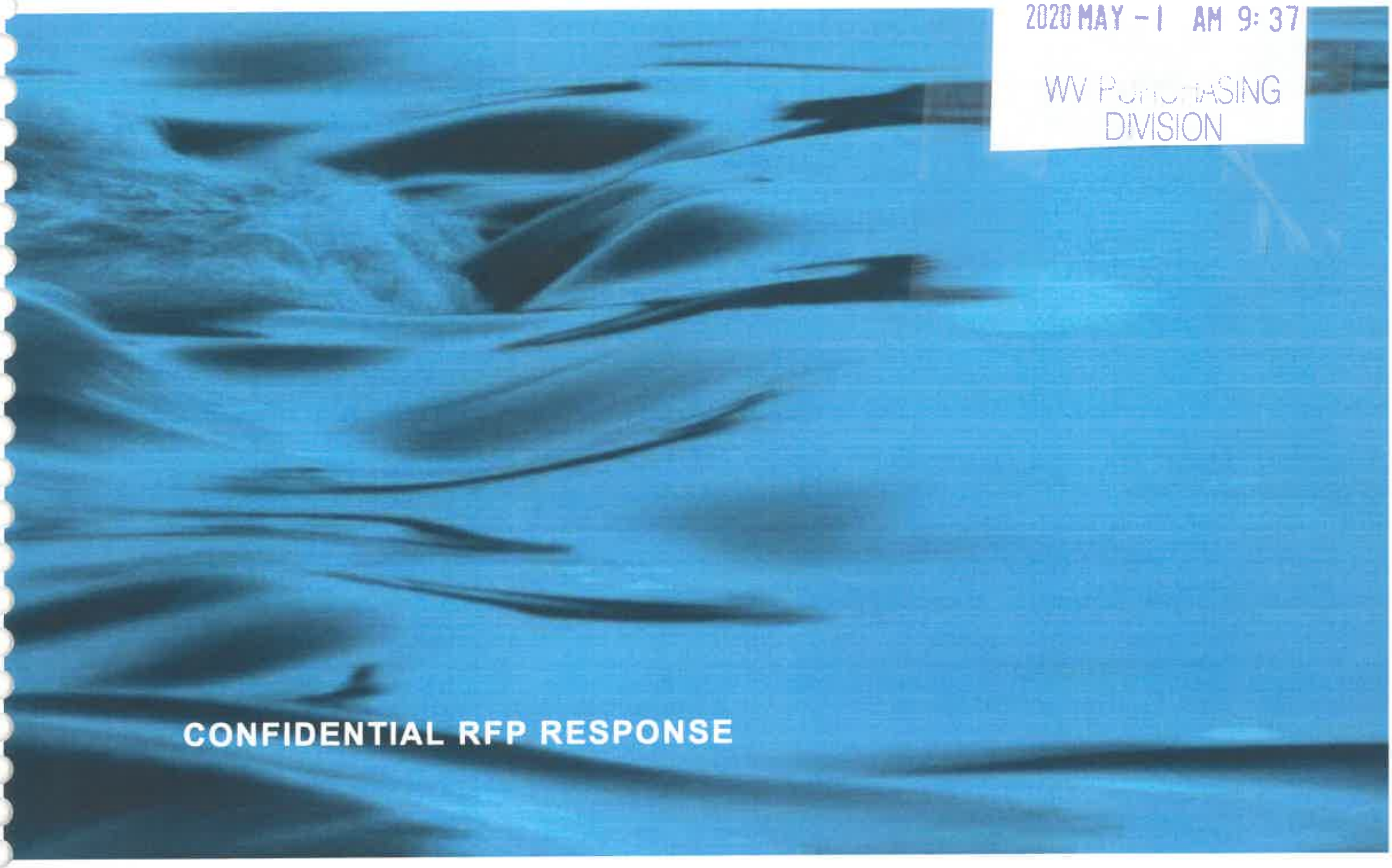

State of West Virginia

Travel Expense Management System – CRFP ERp2000000001

Technical Proposal – Bid

May 15, 2020

VALID FOR 90 DAYS

Chrome River Technologies
5757 Wilshire Blvd, Suite 270, Los Angeles, CA 90036
Justin Byler – – (317) 370-4012

DocuSigned by:
Justin Byler
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Confidentiality Statement

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CHROMERIVER
by emburse

May 15, 2020

Department of Administration Purchasing Division
Attn: Melissa Pettrey
2101 Washington St E
Charleston, West Virginia

Dear Melissa and the State of West Virginia Team,

Please consider this revised submission with all updated and signed addenda (our initial response was received on May 1 and signed for by D. Talor).

As the State considers providers for expense management solutions, you'll quickly find that most vendors don't provide the comprehensive functionality, ongoing flexibility, and exceptional service that the State requires. That's why we want to draw your attention to Chrome River.

With a highly configurable user experience and flexible architecture unlike any other provider, we offer a solution that grows with you and fluidly handles your evolving needs. We're confident our software, experience, and expertise will support The State's initiatives to simplify and streamline expense reporting.

Our customers attest to these key benefits we bring to their solution year after year:

- **Unparalleled support** to provide the State with top-tier knowledge for any question or issue. Our service approach is not only why some clients selected us versus competitors, it also accounts for many customers' fierce loyalty after years of experience with Chrome River.

- **Unrivaled mobility, anywhere, anytime, on any device.** We strive to empower our customers by making technology work for them—anywhere, anytime and on any device. Chrome River is designed to work flawlessly on any device, offering the same look and feel and powerful functionality on any mobile, tablet, or laptop.

- **Increased compliance and visibility into spend.** In addition to Chrome River's ability to target and catch out-of-compliance expenses prior to approval, all customer fields can be leveraged in our ANALYTICS business intelligence reporting module, providing unmatched visibility into the State's expense spend.

The enclosed proposal demonstrates our qualifications as a strategic partner, and how Chrome River's Expense Management solution addresses your requirements now and in the future. We believe it outlines why Chrome River is a leader in expense management solutions and why we'd be the best choice for the State.

Thank you for your consideration. We look forward to serving you.

Best,

DocuSigned by:
Justin Byler
FC8AB6A28A1F429...

JUSTIN BYLER
DIRECTOR OF US GOVERNMENT SALES
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EXECUTIVE SUMMARY

Increase Compliance, Minimize Risk and Gain Control

Today's employees expect their organizations to provide the latest, most advanced and easy-to-use tools to get their jobs done. They increasingly work while on the go, and if the software doesn't work where they are—on the device they're on—it simply doesn't work for them. They use attractive, straightforward mobile apps in their personal lives, and they want the same experience at work.

State of West Virginia (The State) is in search of an automated expense management solution to meet your unique objectives. Not only are you in search of an expense reporting system that will automate and streamline your existing process, but you also seek a solution and provider that you can partner and grow with. We understand the RFP scope is for a modern system that will simplify and streamline expense reporting.

To achieve your goals for expense management, we propose **Chrome River EXPENSE**—a simple, lightning-fast, mobile solution that's built on the latest technologies. Chrome River provides increased efficiency, enhanced compliance, and unmatched configuration capabilities to address the needs of your company, along with a level of service our competitors cannot match.

Future Ready Technology

The State users will find our solution easy to use. Users can work the way they like to work across all devices with our solution. Not only is EXPENSE intuitive, it's also designed to embrace change. EXPENSE is built for enterprise scale. As your business environment and needs change, Chrome River will grow with you.

Superior Customer Journey

The State's success is our success. That's why every client is treated as a partner. From pricing, implementation, post go-live support, and everywhere in between, we will always maintain transparent and ongoing communication. We are committed to creating long-term value for you and your constituents.

Remove Friction

Get rid of spreadsheets and outdated expense solutions that are slowing you down. We designed our solution to simplify the expense management process, not complicate it. With a fully mobile interface, your employees can manage their expenses on the go. Approvers can easily approve expense reports straight from their email on any device—all without the extra clicks.

By **partnering with us**, you're not only simplifying your expense reporting process and achieving faster reimbursements, you're **future-proofing your business.** When your business environment changes, Chrome River's Expense Management solution will evolve to meet those changes. Chrome River is committed to providing the latest, most innovative technology in partnership with The State.

General

1. **Vendor solution should be contained within a single product maintained by one vendor. Vendor should provide information stating how the solution is hosted and how each module is integrated with the other. If the solution is a combination of disparate products delivered through a relationship, Vendor should detail the integration and who owns the relationship and detail how administrative functions and user profiles are related within the solution**

CHROME RIVER: Chrome River EXPENSE is a 100% SaaS-based solution and simply requires any modern web browser for users to enjoy full functionality. Chrome River is responsible for maintaining the system; there is no application or database administration required by the customer.

Chrome River is a leading provider of SaaS solutions for corporate expense management, with an emphasis on AP functions and workflow processing. This includes offerings such as our expense reporting suite (EXPENSE – which is the focus of this RFP), AP invoice processing (INVOICE), interactive supplier portal (eINVOICE), purchasing (PURCHASE ORDER), invoice scanning and data capture (CAPTURE), supplier payments (PAYMENTS), business intelligence reporting (ANALYTICS), post-payment audit (AUDIT)and ACH direct deposit reimbursement (DIRECT PAY).

We guarantee not to nickel-and-dime you for things that should be included in a true end-to-end expense management system. We include many services in our pricing that other vendors do not.

ALWAYS INCLUDED WITH EXPENSE

- All services connected with expense report processing and reporting
- Full-service implementation
- Train-the-trainer and administrator training
- Continuous software upgrades and enhancements
- Ongoing configuration changes
- Dual environments (QA and production)
- Data storage
- User and admin support
- 24/7 Chrome River Help Desk
- Advanced mobile capabilities
- Advanced image processing of all receipts, including OCR data extraction
- Daily forex imports
- Processing of regular customer data feeds
- Corporate card integration

Optional additional services that may interest The State include:

- Single sign-on (SSO) setup (one time) – included in your Cost Proposal
- Customized training/support services – included in your Cost Proposal
- DIRECT PAY ACH Reimbursement, including setup (one time) and monthly + per transaction fee
- Non-standard custom development services
- Custom ANALYTICS report writing services
- FOLIO hotel bill itemization (monthly per expense report) – included in your Cost Proposal
- Personal credit card integration (monthly per credit card user)

With Chrome River, system administration logically falls into three categories: 1) user administration, 2) rules administration and 3) export/integration administration.

User Administration

Chrome River provides a robust administration tool for the creation, deletion and management of users within the application. The customer will define administrative users who have access to perform user level maintenance. Typically, a feed is built during the setup phase from Chrome River directly to the customer's HR system of record to automate the creation, deletion and changing of user properties within Chrome River. Therefore, administration of users remains similar to your current process—Chrome River simply imports any changes and there is no requirement to manage users in two places.

Chrome River is also role based. For example, a user may be defined as the role of "CFO" with certain rules that require the CFO to approve. The person attached to that role would receive the approval. If that person left the company, the administrator would only have to define who is now the CFO, rather than changing all the rules to route to a specific person.

Rules Administration

Chrome River is built on a powerful business rules engine that makes it very easy to create, modify and delete rules within the system. Rules can relate to policy, approval routing, or tax; they are all managed in a similar fashion.

During the initial setup of the system, our team will work with yours to define the specific policy/approval/tax rules that need to be implemented and create those as part of the configuration phase. Rules can be created or modified easily using a tool that is provided by Chrome River. Subsequent modification of rules can be done by customer administrative users, or by opening a support ticket with Chrome River. Administrative training will cover the maintenance of rules. Support is fully included within the subscription cost and there is no limit to the number of rules changes allowed.

Export/Integration Administration

One of the keys to the Chrome River system is our ability to connect and interact with other systems such as corporate credit cards, travel management companies, HR systems, ERP systems, finance systems and others.

During the initial phases of the setup and implementation, Chrome River will work with The State to define the required integrations and scope out the exact data to transfer. Chrome River will build the export files to the specification of your various ERP systems. We will provide the specifications necessary to accept required data into Chrome River and The State will be responsible for creating the export files within their system. Web services are also available for data exchange. Chrome River manages the transfer and loading of the data into EXPENSE via SFTP or web services.

Typically, once this is set up, tested and in production, very little maintenance is required. Changes required post go-live can be handled through Chrome River support. Minor changes are covered under standard support. A major change (e.g., entirely new ERP system) could result in a modest professional services cost.

Overall, Chrome River is a very straightforward system to maintain. The system is automated to work with your system of record and replicate changes to users and hierarchy automatically. Rules are maintained in a logical and non-technical tool that can be administered by The State or Chrome River support without additional cost. And, finally, integrations and exports are built and tested during the setup and implementation but if changes need to be made at a later date, those can be handled by Chrome River support.

On Line Booking Tool (OBT) Integration

Chrome River partners with the State's current Travel Management Company (TMC), National Travel Inc. We have included the cost for integrating either the GetThere on line booking tool (a market-leading OBT administered by National Travel Inc.) or a direct travel integration with National Travel's back office systems if the State chooses to continue using its existing booking tool.

2. **Vendor solution should support the capability to add a customized form to be used for the submission of employee reimbursements.**

CHROME RIVER: Yes. There are virtually unlimited user defined fields (UDFs) available for use and configuration for the submission of employee reimbursements. Most of our clients will take the opportunity during implementation to have our team configure custom forms directly into the expense screens.

3. **Vendor solution should ensure the basic format of the report contains, at a minimum: Document Identifier, Traveler Identifier, Travel Expense Line Items, Receipt Required Indicator, and Trip Purpose. The solution should also provide an indicator on the expense report for payment method (i.e. out of pocket or p-card). Additionally, the solution should include an explanation field for each expense line item.**

   CHROME RIVER: Yes. Adding to our previous response, the Chrome River user interface is highly configurable and can include these standard fields, plus many more. This ensures the proper data is being captured for compliance and analysis reporting including a prompt for payment method. Compliance rules can support the State's receipt requirements for line items > $75. Explanation fields, drop down pick lists, check boxes, etc. can be included for each expense line item.

   Furthermore, the business rules engine can support making different fields either mandatory or optional based on the State's exact needs. We can also hide fields when not required (given the current set of conditions) and allow them to reappear when required. An example of this is currency exchange rate not being displayed when the transaction currency matches the reimbursement currency.

4. **Vendor should provide a project plan with an assumed start date. Agency prefers that the solution be accomplished in six (6) months.**

   CHROME RIVER: Chrome River conducts implementations in as quickly as 12 to 16 weeks. For more complex projects, six to twelve months is not uncommon. Together with The State, we'll further evaluate your full requirements at the outset of the implementation process. This more thorough evaluation allows us to mutually determine the actual timeline as we configure Chrome River EXPENSE to The State's precise requirements. For a sample project plan and overview of the implementation timeline, please see Exhibit 01.

Expense Management-Ease of Use

1. **Agency prefers that the solution integrate with the online booking tool for pre-trip pricing and authorization of trip prior to purchase of any online reservations.**

   CHROME RIVER: Chrome River has multiple integrations with numerous travel management companies (TMCs) and has real-time data exchange capabilities with Deem, GetThere, Egencia and Amadeus online booking tools. We feel our agnostic approach and flexibility to work with any TMC gives our customers a competitive advantage. Our customers are able to pick the best in class solutions for expense, travel management and the travel booking tool. We then centralize the data in Chrome River.

   As mentioned previously, Chrome River partners with the State's current TMC, National Travel, Inc. Chrome River can integrate data from GetThere, a market leading, fully configurable Online Booking tool, as well as a direct, back-office feed from National Travel if the State decides to keep its existing online booking tool. If the State chooses to use GetThere, it would be managed and maintained by National Travel, Inc.

In addition, Chrome River can pass pre-trip authorization information to third parties such as the travel agency so they can go ahead and authorize any held reservations, as well as duty of care companies (like WorldAware). However, this is often done in conjunction with the travel management company (TMC). For example, in addition to the travel management company adhering to policies when actually booking the travel, the Chrome River Pre-Approval screen can be configured to request location of travel as a required field.

Based on the location, approval routing rules can engage so that the appropriate university personnel are alerted. For example, this would occur if a country location is a known travel risk. This is exactly how some of our other university clients incorporate Chrome River's Pre-Approval module into their duty of care monitoring programs. Trip data can be passed in flat file or via a web service to third party duty of care systems, depending on their capabilities.

2. **Agency prefers that the solution has the capability to calculate mileage based on user specified origination and destination and allow for editing of the amount claimed if different than the amount calculated and to require a justification if the amount of mileage claimed by the user differs from the amount of mileage calculated by the solution.**

CHROME RIVER: Chrome River supports the calculation of mileage expense through its integration to Google Places, which eliminates the need to know specific addresses. Travelers simply need to enter their start and end place to have the miles, destination information and map populated into the mileage expense item.

Chrome River uses the IRS mileage rates to calculate mileage or some other rate designated by The State. We provide the ability to attach car plans (e.g., company-leased vehicles) to the traveler's profile. Chrome River will then calculate the rate based upon the car plan the traveler has.

Chrome River understands that no two organizations have the same requirement and thus provides for flexibility when configuring your mileage rate structure.

3. **Vendor solution should have the capability for the traveler to initiate a reimbursement request for their travel expenses through a direct entry of travel expenses. The solution should also include the capability for the employee to query on the status of pending travel reimbursements.**

CHROME RIVER: Yes. With Chrome River's highly acclaimed user interface, your employees will quickly grasp an easier, faster way to accomplish their tasks—one that replicates much of what they do today but in a quicker, more user-friendly way.

The grand majority of expense report tasks occur automatically, leaving your team free to focus on higher value activities. Through its streamlined functions, EXPENSE makes expense reporting fast, easy and even enjoyable. Processes such as travel data import, credit card data import, advanced image processing (image cropping, rotation and enhancement, Optical Character Recognition data extraction, business rules application) and matching receipts to card and travel items all occur behind the scenes without human intervention. Users easily enter expenses when and where they happen, as well as approve expenses as they're submitted.

Furthermore, Chrome River provides end users with complete transparency on the progress of their expenses during the approval process, as well as through payment. Once an expense report is submitted, an employee can select the Tracking button and view exactly where the report is in the approval process.

Inquiry is designed for end users to be able to self-service their own expense report data. The view is restricted to show only the individual's data, but the tool is available to all users with EXPENSE access. Inquiry end user reporting allows employees to select a "Paid Expenses" report for a record of when all expenses were paid, as well as the corresponding ACH backup. This is provided to Chrome River via a paid feed from your ERP/financial system.

The easy-to-use interface includes over a dozen reports with access to data that can be viewed directly or exported in Excel format. Receipt images can also be easily accessed for full visibility of spend. Users can instantly take advantage of:

- Full expense report history
- Full history available to delegates and administrators
- Export capabilities
- Immediate access to receipt images

4. **Vendor solution should have the capability to create traveler profiles for each participating traveler as well as interface with the traveler's personnel records maintained within the State's Human Resources module.**

CHROME RIVER: Initial setup of user profiles is typically derived from data in your HR and financial systems and is fed in automatically via either SFTP or Web Services. Subsequently, The State can continue with periodic automatic feeds that can add or remove persons and/or change roles and access levels. Users can also be added, deleted, or changed manually, within the Chrome River Administration module, as needed. We also keep former employees in the system under a separate rubric, Departed People, in case there is any future action that requires further reference to their expense reports.

5. **Vendor solution should have the capability to allow the user to print an expense report and all supporting documentation.**

CHROME RIVER: Yes. Users are able to save a PDF copy of their electronic report for email directly from the expense report. Users can choose to create a PDF of the Cover Page, Full Report, Full Report with Notes & Receipts, Full Report with Receipts, or View Receipts. These can be printed if desired.

6. **Vendor solution should have the capability for multiple proxies to plan travel and submit reports on behalf of the travelers.**

CHROME RIVER: Chrome River offers full delegation capabilities. Delegate access may be granted manually to a secretary/administrative assistant by the expense owner, or created via an automated data feed to Chrome River. We also offer an advanced image processing capability for bulk receipt load and matching.

Below are three delegation types within the system that allow users to create and/or approve expense reports for each other:

- **Delegate** – Create expense reports for another user and access their settings menu, home screen and Inquiry reports. Data from the expense owner's profile can pre-populate the expense report. You will receive copies of any email notifications regarding approval, rejection, or adjustment of reports created for the user. You will not be able to approve expenses that are routed to the user.
- **Super Delegate** – The same privileges as above, but you may work as a delegate for any user in the company without needing to be authorized as a delegate by each user.
- **Approval Delegate** – Temporarily approve expenses and pre-approvals for another user—e.g., when they are on vacation—via email. You will not be able to access the user's Approval screen.

7. **The vendor should describe how their solution will be a user-friendly system with an intuitive interface. Vendor should detail information regarding wizards or context sensitive help provided within the application and if any additional installation or applets are required for use.**

CHROME RIVER: EXPENSE is an industry leading, advanced SaaS solution that automates the entire expense reporting process. Designed to be highly engaging, intuitive, and easy to use, EXPENSE is used by employees at all levels of an organization. Users will include employees, travelers, approvers, administrators and finance personnel—all of whom will use this system of engagement to easily create, allocate, and approve expense items for any type of spend (travel, operational, or otherwise). The fully approved expense items are then automatically fed to your systems of record.

Chrome River provides a highly configurable solution that easily automates and enforces any organization's business rules and processes. We configure the platform to fit your organization's needs and procedures, which has the added benefit of making training and adoption of the new platform fast and user friendly for your staff. Our mobile solution is so intuitive that it requires little, if any, end user training. It's ridiculously easy to use and lightning fast, so The State employees can spend their time focusing on higher priority tasks in your business instead of wasting time on manual processes like entering data and managing paper records.

EXPENSE not only offers fewer steps during the expense reporting process but also results in fewer errors, less rework, better compliance to travel policies, faster cycle times and faster reimbursement.

Expense Management - Administration

1. **Agency prefers that the solution has the capability to configure multiple policies and expense types without additional IT involved coding and to easily configure audit rules without programming skills.**

   CHROME RIVER: Chrome River is arguably the most configurable expense management solution available today. Our team will design all of The State's T&E policies into the system during implementation, with little or no involvement from your IT department.

   As your rules evolve, The State's personnel can easily update them using our simple, user-friendly interface, or our support team can do it. The State's administrators will have access to a variety of configuration options in the Administration module. Your administrators can easily add or change expense types, fields within those expense types and hierarchy workflow, to name a few.

   We are also continuing to develop additional self-service configuration options for clients interested in independently managing system changes. The in-application rule builder allows customers to perform configuration changes to their business rules themselves directly in the system, without needing to rely on Chrome River personnel.

Figure 01. Chrome River Rule Builder. With this highly intuitive self-service feature, The State administrators can easily manage configuration changes and post them to production in real time.

2. **Agency prefers that the solution has the capability to create an alert when expense reports are entered for the same traveler with overlapping travel periods. The created alert should continue through the workflow of the document to all approval level(s).**

   CHROME RIVER: Chrome River can be configured with rules that enforce one expense report per trip. However, depending on the type of trip, we don't always recommend managing trip expenses this way—specifically this reason:

   - Airfare and other expenses like conference fees are typically purchased months before a trip. Any reimbursement would likely be delivered shortly thereafter, but this cannot occur if the expense report is being held open to wait for the rest of the trip expenses to occur.

Furthermore, all workflows are governed by if-then-else logic, allowing you to determine the workflow steps and required approvers for each line item based on a set of criteria (e.g., line item expense, user, expense amount, allocation).

3. **Agency prefers that the solution has the capability to allow one cardholder to transfer transactions to another traveler if they were made on their behalf in order to record the transactions to the correct traveler's expenses.**

   CHROME RIVER: Chrome River has the ability to direct transactions purchased on a departmental card for multiple expense owners to an administrative queue where a card administrator can re-assign them to specific expense owners. An alternate approach is to have all of the departmental card transactions flow to the card administrator who has the ability to cross charge the transactions to individual expense owners' allocations. Receipts can be submitted by either the card administrator or the expense owner and directed to the appropriate eWallet so the receipt auto-merges with the transaction. Finally, Chrome river does offer virtual card technology at no additional charge that the State can explore for certain use cases.

4. **Vendor solution should have the capability for an Administrator(s) to modify edits within the system. Edits may include required data elements within a screen, data formatting within the system such as date format, currency, etc. and required attachments for expense reports.**

   CHROME RIVER: Yes. An Administrator may modify certain data elements that may have been entered incorrectly in the approval process. This capability is usually provided to the final 'Admin Approver' who serves as the final stop in the approval routing process before an expense is finalized for export back to your ERP/financial system.

Credit Card Population and Reconciliation

1. **Agency prefers that the solution has the capability to pre-populate expense reports using the feed from a corporate credit card source such as a purchasing card, meeting card, or team card.**

   CHROME RIVER: Yes. Chrome River is PCI DSS compliant and supports incoming feeds from all major corporate card platforms and individual bank card formats where available. Our solution is designed to support multiple corporate card feeds to facilitate expense report creation, support compliance controls and capture accurate spend data. Card data feeds are normally updated daily. Our corporate card integration supports multiple geographies, liability types and business purposes (e.g., P-Card, T&E, Meeting, Ghost).

   The expense reporting and management reporting modules have access to the card data immediately after the card data has been loaded into the system. Travelers simply drag and drop credit items onto their expense reports, ensuring fast data entry that is accurate.

   It is important to note that Chrome River is a strategic partner to US Bank, the State's card program provider, and can provide additional dashboard reconciliation features for cardholders and card program administrators at no additional charge. This card program integration is assumed and included in our Cost Proposal.

2. **Agency prefers that the solution has the capability to prevent duplicate expense transactions from being submitted and to prevent duplicate credit card transactions being assigned to multiple expense reports.**

   CHROME RIVER: Yes. EXPENSE automatically checks each line item to see if it is a duplicate of any earlier line item. We conduct a six-way check to determine if the end user is resubmitting an earlier item that may have been already approved and reimbursed. Because Chrome River employs a highly configurable business rules engine and makes use of conditional logic, we are able to check for duplicates across any number of fields—date, amount, currency, converted amount, merchant, expense type and more—in real time at the user level (at the moment the line item is saved to the expense report). Users can enter a reason as to why they are submitting a duplicate or be alerted that they cannot submit the transaction. In addition, we can look across your entire population of users as part of our ANALYTICS module's Duplicate Expenses standard report so you can identify much harder to find duplicates, such as shared receipts from users in different locations or departments at a company-wide function.

3. **Vendor solution should have the capability to reconcile multiple cards to a single user. For example: A single user may have both a purchasing card for their department and also an individual card. The solution should also include the capability to support either a 'one-card' purchasing card or a 'travel only' card. Additionally, the solution should also address any charges that may be made on the purchasing card for personal use.**

   CHROME RIVER: Yes. These are based on credit card feeds via integration with your card provider. Chrome River supports virtually any card program. Travel card, P-Card, "one" card, virtual card and personal card integration are just a few.

Receipt Imaging Capabilities

1. **Agency prefers that the solution support the submission of receipts from multiple electronic means including email and scan.**

   CHROME RIVER: Receipts can be added to Chrome River using the following methods:

   - **Snap & Send:** Take a picture with a mobile device and share to Chrome River via email
   - **Chrome River SNAP:** A powerful companion to Snap & Send, Chrome River SNAP is an app for your users to quickly and easily capture receipt images and upload them to the EXPENSE Receipt Gallery
   - **App-direct upload:** Directly upload from your phone, tablet, laptop, or desktop (picture or scan)
   - **Forward & Forget:** Forward an email receipt such as hotel folio or flight itinerary
   - **Vendor-direct integration** from Uber, Lyft, Grab, SpotHero, United Airlines and more
   - **Scan, fax, or upload** bulk receipts (multiple per page)

2. **Vendor solution should support electronic receipts directly from an outside vendor, eliminating the need for additional receipt substantiation. The preferred solution should also have these capabilities within any mobile functionality within the solution.**

   CHROME RIVER: Yes. Please see our previous response. Furthermore, Because of our responsive web design strategy, all system capabilities are available from a mobile device. Expense owners are not limited to a specific subset of mobile functionality as they are with other vendors—with Chrome River, they have it all.

Mobile Capabilities

1. **Agency prefers that the solution provides a mobile application to users at no additional cost. The solution should be compatible with iOS Version 13 and newer, Android version 9 and newer, and HTML 5 compliant mobile browsers.**

   CHROME RIVER: Yes. Our solution leverages single-page application architecture, allowing it to dynamically respond to any device: phone, tablet, phablet, laptop and desktop. Chrome River supports HTML5-compliant browsers on all operating systems. Unlike native apps, Chrome River's web apps use the same software across iPhone, Android, BlackBerry, Windows and other devices.

2. **Vendor solution should have multiple capabilities for the user including, but not limited to, the following:**

   a. **view on-line booking reservations.**

      CHROME RIVER: Yes. A booking made through an OBT will update the user's profile in Chrome River within minutes and create a Trip folder based on the itinerary. (Many organizations prefer to integrate data from their TMC instead of their OBT since this data source is more robust and we can seamlessly accommodate these integrations, as well.) All subsequent expenses matching the itinerary dates will be gathered into the Trip folder for review and reporting.

   b. **view and submit expense reports**

      CHROME RIVER: Because of our responsive web design strategy, all system capabilities are available from a mobile device, enhancing ease of use for your team. Expense owners are not limited to a specific subset of mobile functionality as they are with other vendors—with Chrome River, they have it all.

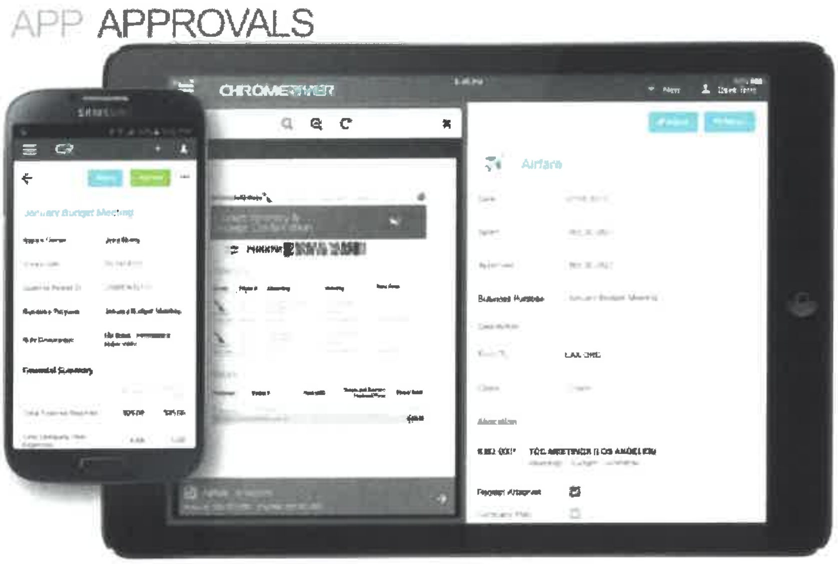

Figure 02. Responsive Web Design. Chrome River provides the same look and functionality across any device and operating system.

With our responsive web app, it doesn't matter if your employees start their trip pre-approval at their desktop, snap a photo of the taxi receipt with their smartphone and upload it to their expense report, or attach email receipts from their tablet on the plane—each interface looks exactly the same. This means colleagues don't have to learn a desktop version and a native app version and there's nothing to download or update; Chrome River is one beautiful, intuitive interface no matter the device.

It also means approvers can manage (approve/return) the expense report at a line item level and make adjustments (e.g., coding or amount adjustments) all from their chosen mobile device. Approvers can alternatively view receipts and approve or return expense reports in a single click from directly within their email client on their phone, tablet, or laptop—without having to leave the email.

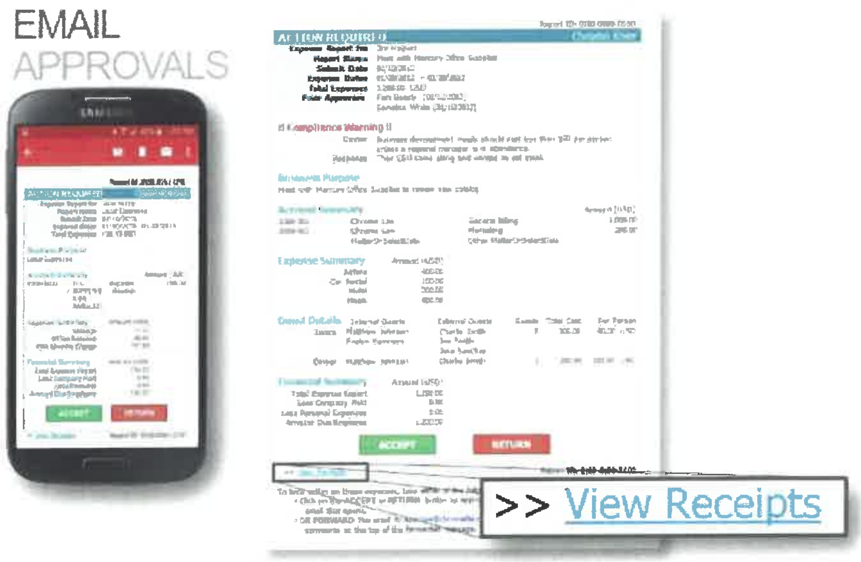

Figure 03. Email approvals. Approvers can view and approve expenses directly from their email, enhancing ease of use.

c. view and upload receipts

CHROME RIVER: Both users and approvers can alternatively view receipts as well as upload receipts.

d. view and approve expense reports

CHROME RIVER: Yes. Approvers can view receipts and approve or return expense reports from directly within their email client on their phone, tablet, or laptop—without having to leave the email. Alternatively, approvers can log in to our responsive web app on any device (e.g., laptop, mobile) to approve or return expense reports, down to the line item level. Approvers don't need to return to the office to approve requests, drastically reducing delays and the reimbursement timeline. Credit card transactions can be reconciled and employees reimbursed far more quickly.

Accounting

1. **Agency prefers that the solution has the capability to assign default funding by traveler as well as the ability to charge expenses to different departmental funds and/or projects.**

CHROME RIVER: Yes. Chrome River has very powerful and sophisticated general ledger (GL) allocation capabilities. Allocation information can default based on the expense owner's department/cost center and the type of expense. A powerful full-text search allocation selector can then be used to easily find clients, jobs, projects, grants, indexes and more, or to cross charge other departments. Split allocations are easily created by percentage or amount and allocating for personal items is fully supported. Allocation filtering is an additional that technique many of our customers use to restrict access to cross charging, account codes, etc. based on various criteria.

2. **Vendor solution should have the capability to interface with the ERP financial solution in order to maintain proper Chart of Accounts information currently maintained within the current ERP solution. The solution should include the capability to record multiple distribution lines for an expenditure, as well as permit all coding elements in the Chart of Accounts for an expenditure. The solution should also permit for 'date effective• default accounting distribution based upon the traveler's user ID profile.**

   CHROME RIVER: A key differentiator for Chrome River is our ability to seamlessly integrate expense data with our customers' systems of record (e.g., finance, HR, ERP, CRM systems) via SFTP or web services. As part of the implementation process, Chrome River's project team will conduct workshops to finalize any data format requirements. It is common for Chrome River to integrate with multiple customer systems and provide different file exports based on global requirements or the requirements of specific ERP instances.

   Chrome River does not enforce any version limitations since we create the export files in whatever format customers' current system versions can accept; similarly, customers pass the import files to us from their system in the format we require. Chrome River has template baselines available for dozens of systems of record. Multiple export files can be integrated to support implementations with multiple ERP, HR and other third-party systems as needed. General ledger, accounts payable and payroll interfaces are all available and built to customer requirements.

   Outbound integration from Chrome River is built to specification such that no additional data transformation is required by our customers. All exports from Chrome River are transferred securely and can be additionally encrypted based on customer or third-party requirements.

3. **Vendor solution should have the capability to provide cash advances for the traveler and to generate payments or invoices to travelers based on the reconciliation of travel advance request payments versus actual expenses incurred.**

   CHROME RIVER: Cash advance functionality can be configured in various ways, according to The State's requirements. Cash Advances can be supported as part of a Pre-Trip Approval request or as a direct request via the main EXPENSE module that is not tied to a Pre-Trip Approval. Advances can be managed together as a cash balance 'bank' within Chrome River, or they can be managed for specific trips or specific purposes.

   Here is an example: A cash advance request is submitted and routed for approval following whatever approval workflow is required for that funding source, employee hierarchy, etc. Let's assume an amount of $1,000 is requested.

   Once the cash advance has been issued, a feed is sent from your financial system back to Chrome River that establishes a bank balance that will appear on the employee's dashboard in Chrome River. In this case, it would be a bank balance of $1,000.

   If there is excess cash unused from a previous advance, Chrome River can carry that balance forward to the next report, if you choose to allow this. If the employee has an excess of cash, whatever other monies are owed to them can be automatically reduced. We can also show the employee the balance they owe and advise them to remit that amount back to you. There are a number of other ways we can suggest to successfully manage cash advances. In all scenarios, customized alerts and messages can be shown to the employee at the moment they are entering items into their expense report.

4. **Vendor solution should have the capability to split a transaction across extended accounting strings, to integrate rules for assigning costs to a given set of accounting strings, to validate account string values used by specific travelers, agencies or departments.**

   CHROME RIVER: Yes. Chrome River's allocation selector leverages a full-text database of all allocation choices with a Google-like predictive search. Users can easily cross- or split-charge allocations if they have permission to see the department allocation in question. We have an unlimited capacity for accounting entities; some of our customers have more than a million allocation destinations (cost centers, project codes, GL codes, etc.). The State's business rules can be configured such that expenses are allocated to any combination of GL codes and engagements and we can default certain expense types or users to GL codes. During implementation, our team will iteratively configure the workflow and approval processes according to your exact requirements, establishing a highly customizable solution that can be quickly adjusted to changing requirements across your presence.

5. **Vendor solution should have the capability to provide archiving of transactions and attached documents as well as the capability of auditing finalized transactions within the system.**

   CHROME RIVER: Yes. All receipts and other data and document images—including all expense reports and invoices—are stored and retained in the system until or unless The State instructs otherwise. They can be retrieved instantly through the application for reporting or auditing purposes. We also have certain clients that have strict retention schedules and we will work with The State if such a scenario applies (e.g., only hold data for X years). Advanced auditing capabilities can be accomplished via Chrome River's ANALYTICS reporting modules where audit reports can be created and run on a scheduled basis. There is no additional charge for the ANALYTICS reporting module and it includes unlimited user licenses..

Approving Manager Capabilities

1. **Agency prefers that the solution has a highly configurable workflow that can be configured to the traveler level, if necessary, without the need for programming.**

   CHROME RIVER: The business rules used to drive EXPENSE are easily configured. The State's administrators will be trained to operate and modify these rules during implementation, enabling them to make necessary changes without any programming skills required. The State administrators can directly make any changes post-implementation by either using our administrator tools or through the Chrome River Help Desk via phone, email, or the ticket system. Both options are available at no additional charge. Changes are first applied in the customer's QA environment before being promoted to production.

2. **Agency prefers that the solution includes alerts and reminders to managers when reports are available for review and approvals.**

   CHROME RIVER: Yes. Email notifications are sent to approvers to alert or remind them to complete reviews of outstanding expense reports.

3. **Vendor solution should include the capability to route various split expense reports by line item expense different approvers.**

   CHROME RIVER: Yes. The approval workflow is dynamically built so that multiple item attributes can influence the exact approval path. Approval routing workflow can vary based on the expense type, expense owner's department/cost center, allocation (including projects), dollar threshold, compliance (yes/no) and many more attributes. Chrome River evaluates each line item of a report and routes appropriately based on your policy. Our flexible approval routing rules allow The State to easily avoid an employee or manager ever approving their own expenses. Users only have to complete one report and regardless of what's on the report (cash, card, multiple currencies, different cost center), our business rules engine ensures it gets to the right approvers. With Chrome River, your employees can put every expenditure on one report—other systems may require multiple reports for different workflows.

4. **Vendor solution should allow for the delegation of approval authority.**

   CHROME RIVER: Chrome River offers full delegation capabilities. Delegate access may be granted manually to a secretary/administrative assistant by the expense owner, or created via an automated data feed to Chrome River. We also offer an advanced image processing capability for bulk receipt load and matching.

   Below are three delegation types within the system that allow users to create and/or approve expense reports for each other:

   - **Delegate** – Create expense reports for another user and access their settings menu, home screen and Inquiry reports. Data from the expense owner's profile can pre-populate the expense report. You will receive copies of any email notifications regarding approval, rejection, or adjustment of reports created for the user. You will not be able to approve expenses that are routed to the user.
   - **Super Delegate** – The same privileges as above, but you may work as a delegate for any user in the company without needing to be authorized as a delegate by each user.
   - **Approval Delegate** – Temporarily approve expenses and pre-approvals for another user—e.g., when they are on vacation—via email. You will not be able to access the user's Approval screen.

   Furthermore, the user can pre-specify their vacation or out-of-office time in a calendar interface so reports automatically route to their delegate during that time frame.

Payment Reimbursement Capabilities

1. **Agency prefers that the solution has the capability to differentiate between reimbursable and non-reimbursable expenses. For example: purchases charged to the state purchasing card that would be reconciled through the tool would not be reimbursable expenses to the traveler.**

   CHROME RIVER: Chrome River is able to configure the card programs based on whether they are paid by the state or whether they are individual liability. For example, P-card charges would record the amount spent, but would not have a reimbursable 'Pay Me' amount. Personal liability cards would have amounts set as reimbursable. Finally, Chrome River offers several ways to address personal spend based on our customers' varied requirements. The State may choose to allow a credit card transaction (or a portion of a transaction) to be marked as "Personal" and give the employee the ability to pay personal spend directly to the corporate card provider. The State may instead choose to fully pay reconciled corporate card transactions but either request a payment from the employee or deduct the personal amount from any cash due the employee on this and/or future expense reports. Each of these options may be fully automated and are configured based on The State's requirements.

2. **Agency prefers that the solution has the capability to interface files to the existing ERP system and include details for payment to the vendor system.**

   CHROME RIVER: Yes. Reimbursements to employees for approved expense report amounts can be made in any of three ways:

   1. We can provide a periodic remittance file to your bank provider.
   2. We can provide this type of file directly to your ERP/accounts payable so that you can make the reimbursements.
   3. We can reimburse your employees via our optional DIRECT PAY module, through which our bank makes ACH payments to your employees. A 'paid data' feed can then pass paid transaction data back to Chrome River so that employees can view paid status directly from within Chrome River further enhancing transparency to the expense owner.

Dunning

1. **Vendor solution should have the capability to automatically send email alerts and reminders to travelers and/or approvers for multiple items such as, but not limited to, the following:**

   a. **required receipts.**

      CHROME RIVER: Chrome River enables real-time analysis of specific business rules and easily identifies out-of-compliance charges prior to approval. Since our flexible business rules engine can be configured to your most complex requirements and compliance workflows, our system will flag violations right at the outset. These can include duplicate or missing receipts, spend above thresholds, unacceptable receipt types, unreadable receipts and many more compliance issues.

b. A travel expense submission rejection, adjustment, modification, resubmission and payment

CHROME RIVER: A set of email notifications come standard with EXPENSE Your administrator can configure certain aspects, such as availability, delivery schedule and layout of the existing notifications. Email notifications are language compliant and delivered to recipients in their preferred language. The Chrome River team can configure additional notifications and layouts as project requirements dictate. The State can also create burst email notifications to be distributed to an unlimited number of users on a set schedule.

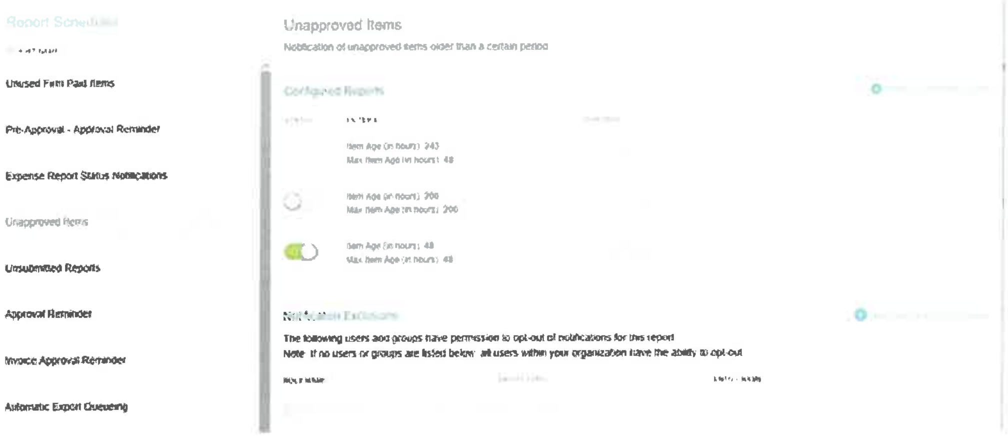

Figure 04. Report Scheduler. With the included Report Scheduler, The State can create and automatically schedule reminders, emails and alerts for enhanced information distribution.

c. a travel expense that exceed the travel guidelines

CHROME RIVER: Yes. Chrome River offers the most flexible, configurable business rules engine in the industry to deploy approval workflows based on conditional if-then-else logic. This allows The State to automate compliance checking and ensure that the proper approval routes are dynamically created for every expense line item or expense report.

Any out-of-compliance items will be targeted and caught right at the beginning of the process. Our system is designed to highlight violations as the expense report is being created—not after reimbursement has been made.

If there is a compliance issue with a line item, an approver can be inserted dynamically for compliance review of the item, or of the entire expense report. In addition to ensuring that the proper approval route exists, this approach also ensures that approvers are not having to look at things that don't require their attention.

Finally, we have a System Standard ANALYTICS report that is a compliance dashboard. It shows a rolling 12-month view of any compliance warning that occurred with drilldown detail to the expense report itself. This allows The State to spot trends with compliance issues and determine if there is a larger problem or if more training on policy might be required for some users.

d. aging, un-allocated credit card transactions.

CHROME RIVER: Yes. We can deliver escalating messages to cardholders, as well as allow for customer notifications. In addition, our business rules engine can prevent cardholders from submitting for cash reimbursement due to them (with a red violation message of your choosing) if their card charges are more than "X" days aging, as defined by The State.

Reporting

1. **Agency prefers that the solution consists of a single consolidated reporting platform for the purposes of auditing and the comparison of travel data to expenses data. It is highly desirable for the solution to provide a variety of robust reporting and analytics capabilities, such as dashboards; at no additional cost**

CHROME RIVER: Every EXPENSE implementation includes unlimited user licenses for ANALYTICS at no additional cost. ANALYTICS includes a suite of highly configurable standard reporting objects, KPI dashboard layer and ad hoc report writer. ANALYTICS delivers compelling reports to your team while empowering The State to uncover cost-saving opportunities and make strategic business decisions to drive growth.

STANDARD REPORT SET

With ANALYTICS' standard report set, reporting possibilities are extensive and highly flexible—providing The State with the tools to analyze its unique business concerns and examine data for cost savings. Easily customize standard reports in a few clicks with on-screen filters, groupings, column selections and more.

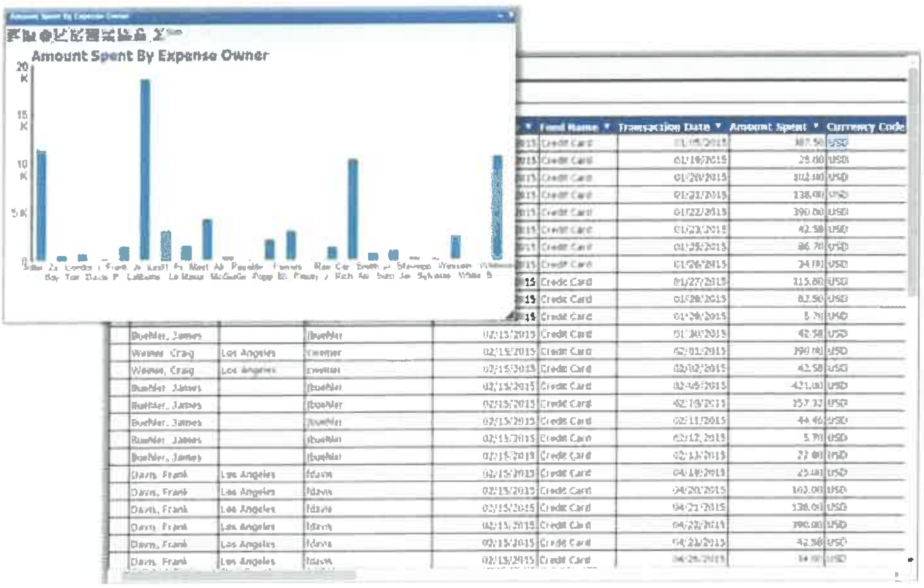

Figure 05. System Standard Expense Analysis Report. With this popular standard report, you can filter by expense type, expense owner, allocation, date submitted and many more.

AD HOC REPORTING

Our philosophy is to expose all captured expense data fields and make them available for reporting. All data types and elements can be retrieved instantly for reporting and analysis purposes.

Users can generate highly complex reports, charts and dashboards, as well as publish and share documents and convert reports to charts (or charts to reports) in a single click. Users can also create and analyze multiple reports and charts simultaneously, as well as use advanced tiling options to view the data from multiple perspectives.

2. **Agency prefers that the solution includes the capability of data exportation to the State.**

CHROME RIVER: It is incredibly easy to export data, such as attendee and image extracts, from Chrome River. Data can be extracted from Chrome River at any time in a variety of formats such as HTML, PDF, Excel and other delimited formats (e.g., CSV, Pipe, XML). We also have data and image extraction APIs available if the data in question needs to be extracted on a programmatic basis.

3. **Vendor solution should include ad-hoc querying and reporting capabilities available to the State both at user specific and administrative levels, varying from top level data to line item data.**

CHROME RIVER: Chrome River ANALYTICS equips The State with powerful custom reporting capabilities, providing a wide array of analytical opportunities. Every Chrome River deployment includes unlimited user licenses for our ANALYTICS business intelligence and management reporting suite—at no additional cost.

Users can add or remove data columns from reports, as well as modify the order in which they appear. Chrome River provides a set of data manipulation tools, allowing users to perform advanced functions against the data such as sorting, filtering, calculating, charting, rollups, pivots and more.

Our philosophy is to expose all captured expense data fields to ANALYTICS for use in ad hoc queries, as well as standard reports. This means literally thousands of optional fields are available to incorporate into reports. During implementation, we will ensure all necessary fields of data are available for selection. Reports are available for download in Excel, PDF, HTML, Active HTML and other formats.

Users can build and save parameters in order to generate highly complex reports, charts and dashboards—easily progressing to more sophisticated activities such as publishing and sharing documents and converting reports to charts (or charts to reports) in a single click. Users can also create and analyze multiple reports and charts simultaneously and utilize advanced tiling options to view the data from multiple perspectives.

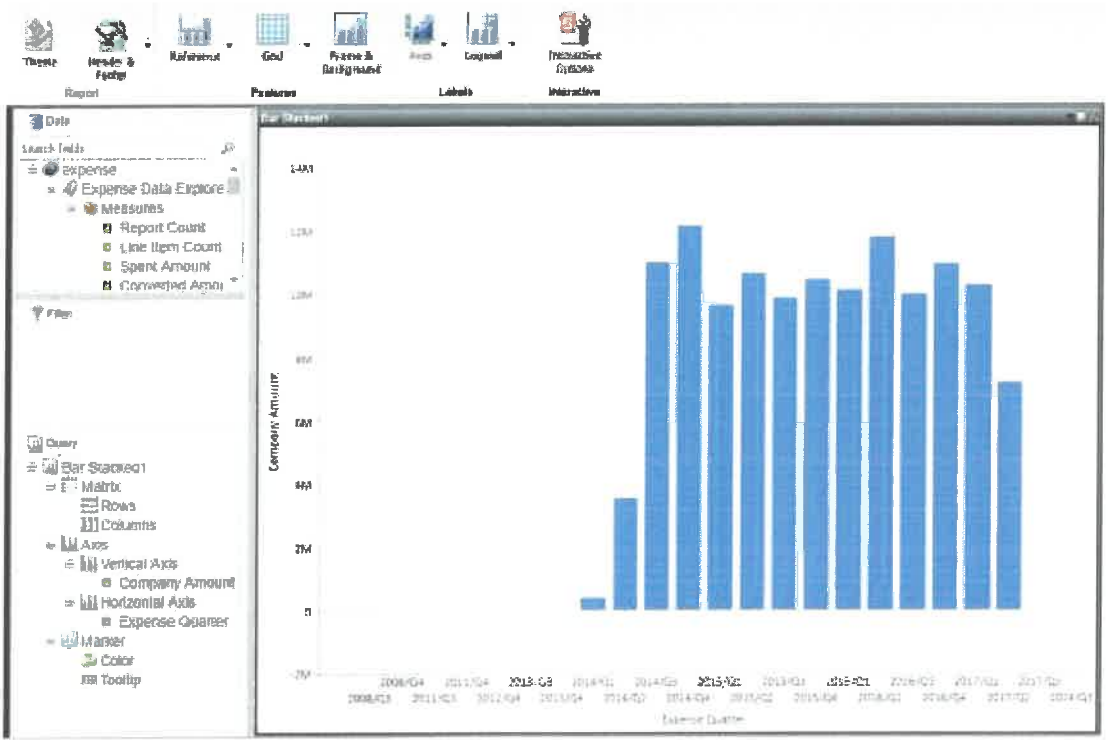

Figure 06. Custom reporting within ANALYTICS. With this browser-based report writer, The State users can select the data they want and easily construct a report of almost any type.

4. **Vendor solution should provide the capability to produce elapsed time reports to include: time elapsed between employee travel and employee submission, time elapsed between employee submission and completion of all approvals, and time elapsed between employee submission and reimbursement payment The solution should also require a justification of elapsed time between employee travel and employee submission of expense reports that exceeds a specified number of days.**

CHROME RIVER: Using Chrome River's included ANALYTICS module, The State can drill down into any data point (e.g., user, dollar amount, date) related to a number, project, etc. to illuminate relevant, meaningful information. Some common KPIs include average approval time, total approval time (turn time), outstanding balances, accruals and many more. Calculations on Elapsed Time can be done comparing existing standard reports date fields (travel return date, submission date, approval date, export date, paid date) to be able to have the number of days measures for all these desired KPI's. These types of KPI's (alongside with their respective averages) is something the users can craft in the fully included Ad-Hoc report module, or the State can contract with Chrome River to write it for them. For a justification of elapsed time between employee travel and employee submission, we can write a compliance rule that compares the submit date to the dates of travel. If it exceeds a certain threshold (determined by the State) a warning message can display with a field where the employee can provide their justification.

5. **Vendor solution should include multiple reporting capabilities related to travel expense reports. Available reports should include: the status of all expense reports including those that are both paid and unpaid, those that are pending action by an approver, approved or rejected by an approver, and those that are awaiting payment by a department.**

CHROME RIVER: Chrome River includes a KPI dashboard layer with fields imported from your expense reports and/or invoices. Using ANALYTICS, The State can drill down into any data point (e.g., user, dollar amount, date) related to a number, project, etc. to illuminate relevant, meaningful information. Some common KPIs include average approval time, total approval time (turn time), outstanding balances, accruals and many more.

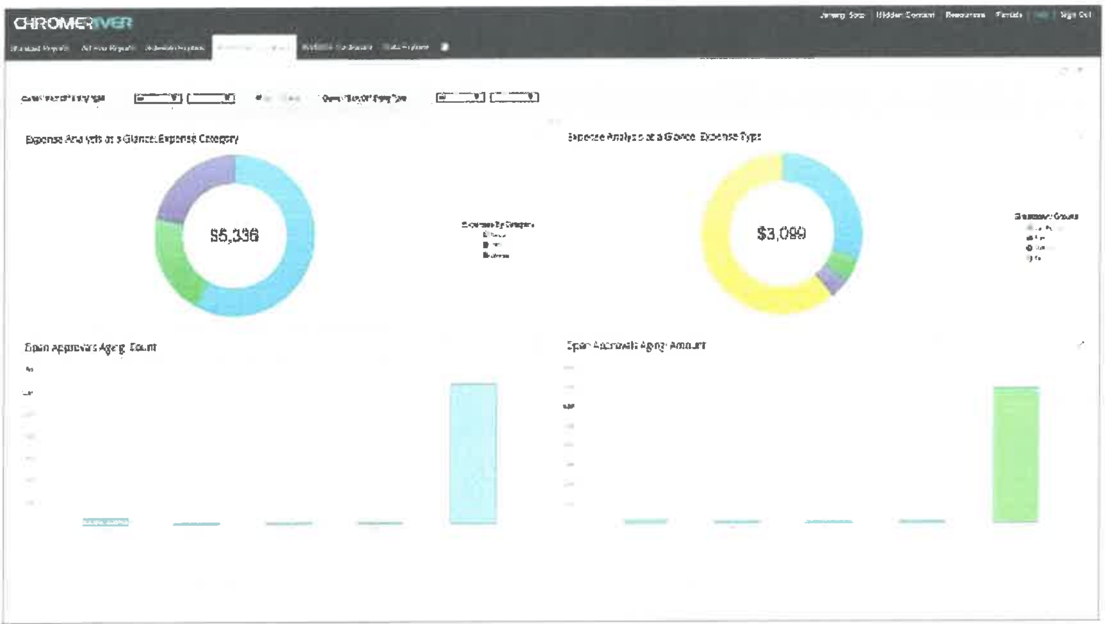

Figure 07. KPI dashboards in ANALYTICS. Included with every Chrome River implementation, ANALYTICS delivers compelling reports to your team, empowering The State to uncover cost-saving opportunities and make strategic business decision to drive growth.

Because our reporting capabilities drill down to a deeper level of your organization from the outset, ANALYTICS can provide visibility into more than just your GL; it will reveal spend patterns at the sub-ledger level. Such analysis will be especially useful to The State.

Furthermore, we offer comprehensive reporting to suit any business structure, including statuses for all expense reports (paid, approved, pending approval, draft, etc.). In addition, we can provide consolidated group reporting with mixed currencies, countries, etc. Analysts can aggregate and analyze data in practically limitless ways. For example, it will be possible to analyze data to identify spend patterns specific to a local office, business unit or even user. Organization-wide data can be analyzed in aggregate, enabling analysts to identify spend patterns across a wider swath.

With such reporting capabilities, The State will be able to uncover various cost-saving opportunities (e.g., strategic sourcing opportunities and potential areas for better negotiated rates, such as hotels or car rentals); savings from such opportunities often exceed 20% of our customers' total annual spend.

ANALYTICS also delivers numerous opportunities for corrective controls by examining any data that was captured during the travel and expense process and using that to drive improvements.

The following reporting example illustrates all airfare transactions booked above X% of the lowest available fare at the time. Your travel or shared services department can share this information back to employees so they understand the magnitude of the aggregate total impact of their actions. The State also then has the opportunity to use this information to drive further refined policy compliance rules with the business rules engine.

Airfare
Lowest Logical vs. Booked
Compliance Report

Traveler	PNR	Start Date	End Date	Origin	Destination	Airline	Lowest Logical	Booked Amount
Alan Rich	YVXABW	01/11/2017	01/11/2017			American Airlines	240.40	409.19
		01/13/2017	01/13/2017			American Airlines	240.40	409.19
Bear Vernon	AJYECY	08/20/2016	08/20/2016	Las Vegas	Los Angeles	United	60.10	107.10
	ANGXPH	08/01/2016	08/01/2016	New York	Los Angeles	Jetblue Airways	334.00	382.20
		08/03/2016	08/03/2016	Los Angeles	New York	Jetblue Airways	334.00	382.20
	AXXACB	03/02/2016	03/02/2016	Houston	Fort Myers	United	412.00	532.20
				Los Angeles	Houston	United	412.00	532.20
		03/04/2016	03/04/2016	Fort Myers	Houston	United	412.00	532.20
				Houston	Los Angeles	United	412.00	532.20
	CGIVOQ	06/10/2016	06/10/2016	Los Angeles	Las Vegas	United	88.00	175.10
	COSWVI	06/20/2016	06/20/2016	Orlando	Houston	United	250.16	433.54
		06/24/2016	06/24/2016	Houston	Orlando	United	250.16	433.54
	DUPCIH	12/02/2016	12/02/2016	Los Angeles	Vancouver	Westjet	105.38	178.58
	DYAIDO	01/06/2017	01/06/2017	Las Vegas	Los Angeles	United	271.70	406.20
		01/13/2017	01/13/2017	Los Angeles	Dallas	United	271.70	406.20
		01/17/2017	01/17/2017	Dallas	Denver	United	271.70	406.20
				Denver	Las Vegas	United	271.70	406.20
	DYCBZL	02/09/2017	02/09/2017	Las Vegas	Los Angeles	United	3372.93	5073.93
		02/15/2017	02/16/2017	Los Angeles	London	Virgin Atlantic	3372.93	5073.93
		02/23/2017	02/23/2017	London	Dubai	British Airways	3372.93	5073.93
	FEFOLM	03/10/2016	03/10/2016	Los Angeles	San Francisco	United	238.20	289.20
		03/12/2016	03/12/2016	San Francisco	Los Angeles	United	238.20	289.20
	GMSFIG	07/25/2016	07/25/2016	Denver	Orlando	United	389.18	499.08
		07/29/2016	07/29/2016	Orlando	Denver	United	389.18	499.08
	GXVYUV	12/03/2016	12/03/2016	Vancouver	Los Angeles	Westjet	112.09	177.54
	GYHEAT	04/01/2016	04/01/2016	Newark	Los Angeles	United	515.70	632.20
		04/02/2016	04/02/2016	Los Angeles	Newark	United	515.70	617.20
	HURHNF	06/07/2016	06/08/2016	Las Vegas	London	Virgin Atlantic	1042.02	2497.90
		06/08/2016	06/09/2016	London	Lagos	Virgin Atlantic	1042.02	2497.90
	IEIDPP	05/12/2016	05/12/2016	Los Angeles	Las Vegas	Spirit Airlines	58.10	68.10
	JAKKJC	08/16/2016	08/16/2016	Chicago	Dallas	United	176.20	275.20
		08/18/2016	08/18/2016	Dallas	Chicago	United	176.20	275.20
	JSOPBE	11/09/2016	11/09/2016	Vancouver	Las Vegas	Air Canada	276.39	139.16
		02/15/2017	02/15/2017	Las Vegas	Vancouver	Air Canada	276.39	139.16
	MLXXSX	06/16/2016	06/17/2016	Las Vegas	London	Virgin Atlantic	1167.02	2498.20
		06/17/2016	06/18/2016	London	Lagos	Virgin Atlantic	1167.02	2498.20
	NCMTLV	07/03/2017	07/03/2017	Vancouver	Los Angeles	Westjet	142.03	253.56
	ONXOUN	06/08/2016	06/09/2016	Las Vegas	London	Virgin Atlantic	1127.02	2497.90
		06/09/2016	06/10/2016	London	Lagos	Virgin Atlantic	1127.02	2497.90
	RHDKTY	03/01/2016	03/01/2016	New York	Los Angeles	Jetblue Airways	258.70	307.98
		03/02/2016	03/02/2016	Los Angeles	New York	Jetblue Airways	258.70	307.98
	SAPZDV	10/25/2016	10/25/2016	Los Angeles	Las Vegas	United	88.00	148.20
		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Figure 08. Driving T&E Compliance. When travel data integration exists, that information can be used to drive a large number of reporting scenarios, e.g., booked versus actual and variance from least logical fare.

6. **Vendor solution should include reporting capabilities related to outstanding travel advance payments by employees and agency.**

CHROME RIVER: Yes. Adding to our previous two responses, every Chrome River deployment includes unlimited user licenses for our ANALYTICS business intelligence and management reporting suite—at no additional cost. ANALYTICS includes a KPI dashboard layer, a suite of highly configurable standard reporting objects (from which hundreds of standard reports can be run)and an ad hoc report writer. Outstanding travel advance payments are one of the many transaction types that can be reported on via system standard reports.

Authorizations and Advances

1. **Vendor solution should include the capability to require a travel authorization that may be initiated by individual agencies and that compares approved expenses per travel authorization to the actual expenses claimed for reimbursement. The solution should have the capability to notify the reimbursement approver(s) of any discrepancy in the amounts.**

CHROME RIVER: Yes. The pre-trip authorization module is generally configured in this manner, where required fields include dollar amounts as well as the allocation (account/fund/object code/project). Approved Pre-Approvals are linked to individual expense reports and spend amounts are dynamically compared to amounts authorized on the pre-trip authorization. The variance is visible to approvers and is also made available to ANALYTICS reporting module.

Chrome River can automatically pass line item information from the pre-approval directly to the expense report, greatly reducing the amount of re-keying the expense owner and/or the delegate has to do.

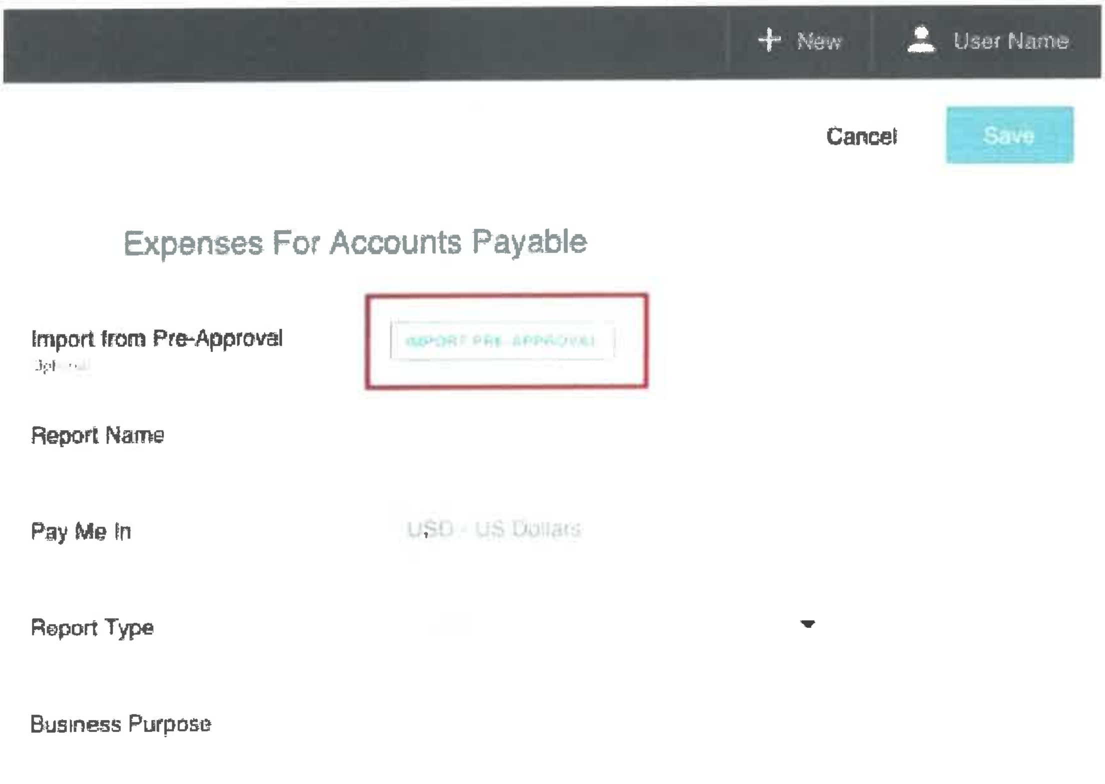

Figure 09. Pre-Approval Import. Automatically populate data on an expense report from an approved pre-approval request, increasing efficiency so your team can focus on more strategic tasks.

In addition, Chrome River can pass pre-trip authorization information to third parties such as duty of care companies (like WorldAware). However, this is often done in conjunction with the travel management company (TMC). For example, in addition to the travel management company adhering to policies when actually booking the travel, the Chrome River Pre-Approval screen can be configured to request location of travel as a required field.

Based on the location, approval routing rules can engage so that the appropriate university personnel are alerted. For example, this would occur if a country location is a known travel risk. This is exactly how some of our other clients incorporate Chrome River's Pre-Approval module into their duty of care monitoring programs. Trip data can be passed in flat file or via a web service to third party duty of care systems, depending on their capabilities.

2. **Vendor solution should include the capability to track outstanding travel advances and current advance requests. The solution should send a notification to both the traveler and the supervisor/approver when an advance settlement is over a user-specified amount of time.**

   CHROME RIVER: Advances can be managed different ways. The most common way is using our cash advance bank method, which provides the most flexibility, most efficiency and most positive user experience. Here's how it works: a request for the advance is made. Once approved, the advance is populated in the user's Cash Advance Bank within Chrome River. The user creates expense reports as normal. The transaction on an expense report has a "pay me" amount; once approved, if there is a cash advance balance in their cash advance bank (within Chrome River), the amount is deducted so it can be claimed in your financial system. The bank is maintained within your financial system and reflected in Chrome River. We also receive requests for the advance to be treated as a unique transaction that needs to be fully consumed for a specific trip or event and this can be supported as well.

3. **Vendor solution should send a warning to the traveler and approver(s) that the traveler has an outstanding advance prior to approving a new advance request. The solution should allow the system administrator the option to allow or disallow travel advance payments at the traveler level.**

   CHROME RIVER: Yes. We offer multiple options for reconciling travel advances. If there is a balance owed to The State, it can be netted against other out-of-pocket expenses until it is fully consumed, the expense owner can cut a check back to The State or it can be deducted from payroll. If there is a balance owed to the traveler, the expense report to which the cash was applied will automatically calculate the balance and it will be processed like other out-of-pocket reimbursements. We will export the amount to your financial system, which will create the voucher to release the ACH payment to the traveler for the overage amount. Administrators can be allowed the option to allow or disallow travel advance payments as well. This can be configured according to the State's policy.

4. **Vendor solution should send a warning to the traveler and approver(s) that the traveler's agency has an outstanding advance balance over a specified limit prior to approving a new advance request. The solution should allow the system administrator the option to allow or disallow travel advance payments at the agency level.**

   CHROME RIVER: Chrome River offers the most flexible, configurable business rules engine in the industry to deploy approval workflows based on conditional if-then-else logic. This allows The State to automate compliance checking and ensure that the proper approval routes are dynamically created for every expense line item or expense report.

   Any out-of-compliance items will be targeted and caught right at the beginning of the process. Our system is designed to highlight violations as the expense report is being created—not after reimbursement has been made. This also includes displaying a compliance warning or violation if the traveler is requesting an advance but still has an outstanding advance balance over a specified limit.

   If there is a compliance issue with a line item, an approver can be inserted dynamically for compliance review of the item, or of the entire expense report. In addition to ensuring that the proper approval route exists, this approach also ensures that approvers are not having to look at things that don't require their attention.

5. **Vendor solution should include the capability for optional travel authorizations to be made on-line through a flexible hierarchical approval process.**

   CHROME RIVER: Yes. Approval for travel authorizations can follow a flexible, conditional approval routing process dependent on the various attributes of the travel authorization. These include (but are not limited to): dollar amount thresholds, location of travel, level or role of the traveler, department of the traveler, project or allocation code chosen or defaulted for the traveler.

6. **Vendor solution should record the issuance of a travel advancement payment as a receivable and the reimbursement of a travel advance payment as a cash receipt and calculate any remaining amount due or receivable after the traveler has completed their travel.**

   CHROME RIVER: We offer multiple options for reconciling travel advances. They can be recorded as a receivable on the person record of the traveler. If there is a balance owed to The State, it can be netted against other out-of-pocket expenses until it is fully consumed, the expense owner can cut a check back to the State or it can be deducted from payroll. If there is a balance owed to the traveler, the expense report to which the cash was applied will automatically calculate the balance and it will be processed like other out-of-pocket reimbursements. We will export the amount to your financial system, which will create the voucher to release the ACH payment to the traveler for the overage amount.

7. **Vendor solution should ensure all requests for travel authorizations and travel advances contain, at a minimum, the following applicable basic information: Document/Report ID, Trip Purpose, Travel Type (i.e. In-State or Out of State Travel), Travel Advance Amount, Travel Departure and Return Dates, Actual Itinerary, and Estimated Expenses.**

CHROME RIVER: The Chrome River user interface is highly configurable and can include these standard fields, plus many more. This ensures the proper data is being captured for compliance and analysis reporting.

Information Storage and Records Retention

1. **Vendor solution should store multiple pieces of data for travel advance requests and travel expense reports, as applicable to each request. The solution should store, at a minimum, the following: Document/Report ID, Traveler Name, Travel Destination, Travel Start and End Dates, Travel Reason, Travel Advance Amount, Travel Cost by Expense Type, Document Imaged Support.**

CHROME RIVER: Yes. Chrome River provides the industry's most configurable expense management solution. This means The State will have an expense report solution that is configured to meet your unique business needs. This includes expense types, fields within each expense type, policy rules, approval routing rules, tax rules, security rules and more. In addition, there is no limit to the number of lines on an expense report.

This is all achieved through configuration and no coding or scripting is required. The list of data fields will be unique to The State.

Examples of how data fields in Chrome River can be configured include:

- Expense types can be extended with user-defined fields (UDFs). Some UDFs that can easily be added to any type of expense item include type of business travel (e.g., air travel), purpose (e.g., meeting, lecture tours), destination (e.g., Canada or international) and more.
- Fields can be made either mandatory or optional based on expense type. Fields can also be left blank or "TBD" if needed.
- Fields can even be hidden when not required given the current set of conditions and then reappear when required. An example would be not displaying a currency exchange rate field when the transaction currency matches the reimbursement currency.

All of a customer's fields can be leveraged as part of our ANALYTICS business intelligence reporting module, which will provide unmatched visibility into the State's expense spend.

2. **Vendor solution should store a traveler's official station (city and state) to use in calculating point-to-point mileage. This capability may require the solution to integrate with information stored in the traveler's Human Resources file. Vendor should detail how this information will be stored, as well as, how the solution will integrate with other platforms.**

   CHROME RIVER: Chrome River passes data to and from your systems of record (e.g., HR system, ERP system, finance system) through either delimited data via secure FTP or through web services. Data such as your chart of accounts, employees and GL codes/projects are typically imported into Chrome River from your ERP system nightly (or in real time, if web services are used)and the approved expense (open unposted vouchers) are typically exported to your ERP system each evening as well. Data imports/exports can be scheduled on whatever interval The State requires or in real time through web services.

   Furthermore, Chrome River supports the calculation of mileage expense through its integration to Google Places, which eliminates the need to know specific addresses. Travelers simply need to enter their start and end place to have the miles, destination information and map populated into the mileage expense item.

   Chrome River can use the IRS mileage rates to calculate mileage or some other rate designated by The State. We provide the ability to attach car plans (e.g., company-leased vehicles) to the traveler's profile. Chrome River will then calculate the rate based upon the car plan the traveler has.

   Chrome River understands that no two organizations have the same requirement and thus provides for flexibility when configuring your mileage rate structure.

3. **Vendor solution should store travel information for a minimum of ten (10) years.**

   CHROME RIVER: All receipts and other data and document images—including all expense reports and invoices—are stored and retained in the system until or unless The State instructs otherwise. They can be retrieved instantly through the application for reporting or auditing purposes. We also have certain clients that have strict retention schedules and we will work with The State if such a scenario applies (e.g., only hold data for X years).

Interface and Data Management

Vendor solution should interface multiple payment items into the current Enterprise Resource Planning system. The system currently used is the Advantage ERP product.

1. **Agency prefers that the solution is accessible via a secure website that does not require the use of client side scripts, downloads or other installed software to operate. Vendor should detail solution accessibility.**

   CHROME RIVER: Chrome River offers 100% browser-based SaaS solutions. No apps or local client installations are required, no additional software is required to run mobile functionality and no database administration is required by our customers. Our mobile platform uses a responsive web design approach leveraging HTML5. This allows the experience to be consistent across all mobile devices, regardless of the operating system. It also ensures that no data is stored on the device since everything is through the device browser.

2. **Vendor solution should interface with the current Human Resource Module in order to maintain current employee information. The solution should integrate, at a minimum, the following:**

   a. **employee time records in the Human Resources module to default account distribution for the time period of the travel.**

      CHROME RIVER: We would like to explore this requirement in greater detail with the State. Our system offers open data exchange with any of a customer's systems and third-party vendors. We can integrate with your HR System for employee details, approval hierarchy, etc. and with your financial system for account string information. Typical interfaces with these external parties are implemented using SFTP or web services.

   b. **employee master files in the Human Resources module to verify the requestor's employment status at the time of the expense.**

      CHROME RIVER: Yes. The initial people load to Chrome River will be derived from data in your HR and financial systems. The State can continue with periodic automatic feeds that can add or remove persons, as well as change roles and access levels. The State can also utilize Chrome River's open APIs for person data if a more real-time process is preferred. During implementation, your Chrome River project manager can help you decide which option is most convenient for updates from The State.

   c. **employee leave records in the Human Resources module to verify if the requestor was on any form of leave such as sick, annual, or bereavement leave, at the time of the request. Furthermore, the solution should provide requestor and approver level warnings for requests submitted for travel dates when the Human Resources module indicates the requestor was on leave at the time of travel. The solution should also permit an authorized user to override the warning for infrequent exceptions.**

      CHROME RIVER: Yes. Please see our previous two responses.

3. **Vendor solution should have the capability to link to Document Management system stored documents.**

   CHROME RIVER: While it is, itself, a full document management system and there is no need to maintain a separate repository, Chrome River does offer an open API for images. This allows both images of receipts as well as the expense reports to be shared with a third party image repository.

4. **Vendor solution should support policy and procedure enforcement at the State, Agency, Department/Division, and Employee levels.**

   CHROME RIVER: Yes. Chrome River is the most highly configurable expense management solution available today. Our user interface has a configuration layer that allows each customer to experience Chrome River in a highly personalized way. Our business rules engine manages a completely client-driven perspective on policy compliance, approval routing, VAT, security and more.

   There is no limit to the amount of T&E policies Chrome River can support. Users are typically assigned to logical groups with similar permissions based on their entity and role (e.g., legal entity, region, country, or department), which greatly simplifies the configuration and administration of business rules. Permissions/policy settings can be as granular as required by The State.

Some examples of how The State can define policy in Chrome River include:

- Employees assigned to Legal Entity A may have $50 meal limits, whereas employees assigned to Legal Entity B may only have $40.
- Car mileage plans by region/country (e.g., France, Germany) are all available.
- Fields can even be hidden when not required (given the current set of conditions) and then reappear when required. An example would be not displaying a currency exchange rate field when the transaction currency matches the reimbursement currency.

The State can opt to have expenses configured for specific departments, regions, etc. For example, a sales manager may be allowed cell phone reimbursement, so a cell phone expense would appear for selection. Since cell phone usage is not a reimbursable option for marketing, when marketing employees looks at their expense bar options, no cell phone expense is displayed.

5. Vendor solution should have the capability to offer a single-sign on experience, and be able to pass user credentials, regardless of if the vendor is hosting or the State hosts the system.

CHROME RIVER: Chrome River recommends single sign-on (SSO) for user authentication. If Chrome River manages the user credentials, we authenticate user ID, password and company assignment for each user over HTTPS before allowing access.

6. Vendor solution should have the capability to interface with four primary documents utilized by the traveler.

CHROME RIVER: Yes. Our system offers open integration with any of a customer's systems and third-party vendors. For example, we can integrate with your HR System for employee details, approval hierarchy, etc. and with your financial system for account string information. Typical interfaces with these external parties are implemented using the file interface or web services.

7. The Vendor should detail the configuration of the solution and specify if the solution is offered as Software-as-a-Service, hosted, or on premise.

CHROME RIVER: Chrome River offers cloud deployments only. EXPENSE is a 100% SaaS-based solution and simply requires any modern web browser for users to enjoy full functionality. Chrome River is responsible for maintaining the system; there is no application or database administration required by the customer.

Security and Controls

1. **Agency prefers that the solution has industry standard security and provide methods that allow the securing of Personally Identifiable Information (PII). The solution should also allow the user to define fields or values that may need to be masked or hide values or fields.**

   CHROME RIVER: Chrome River is ISO 27001 certified and as such has implemented a series of information security policies, including the following:

   - Information Security Management System
   - Risk Management Policy
   - Privileged Access Control Policy
   - Business Continuity Policy
   - Disaster Recovery Policy
   - Incident Response Policy
   - Secure Development Policy
   - Security Awareness Policy

   Chrome River limits the personal information stored in its database. We do not hold birth dates, government issued IDs or other personally identifiable information. Where necessary, bank account information or credit card numbers may be stored to facilitate data processing. In these cases, all data is encrypted to the AES-256 standard and remains encrypted both in transit and at rest. Chrome River is fully PCI DSS compliant.

2. **Vendor solution should have a security policy outlining the operation of its data center(s). Vendor should provide a summary of such policy within the proposal. A full copy of the policy may be requested.**

   CHROME RIVER: Chrome River system environments are hosted by Amazon Web Services (AWS), an industry-leading cloud infrastructure provider and are fully SOC 1/SOC 2 audited and ISO 27001 compliant. The facilities provide state of the art physical, system and operational security as well as extensive telecommunication and power redundancy.

   HOSTING INFRASTRUCTURE

   - The data center's HVAC (heating ventilation air conditioning) systems are N+1 redundant
   - Data centers' power systems are designed to run uninterrupted, with every server receiving conditioned UPS (uninterruptible power supply) power
   - If an extended utility power outage occurs, routinely tested, on-site diesel generators can run indefinitely
   - Fully redundant, enterprise-class routing equipment

- Multiple fiber carriers enter data centers at disparate points to guard against service failure

PHYSICAL SECURITY

- Data center access limited to data center technicians
- Biometric scanning for controlled data center access
- Security camera monitoring at all data center locations

SYSTEM SECURITY

- System installation using hardened, patched OS
- Regular system patching
- Dedicated firewalls and VPN to help block unauthorized system access
- Firewalls to provide additional isolation
- Intrusion detection monitoring offers an additional layer of protection against unauthorized system access
- Distributed denial of service (DDoS) mitigation services based on proprietary

OPERATIONAL SECURITY

- Access to confidential information restricted to authorized Chrome River personnel only; our database encryption technology prevents data center employees from accessing any customer data
- All system access logged and tracked for auditing purposes

3. **Vendor solution should have a disaster recovery plan in place. Vendor should provide a summary of such plan. A full copy of the plan may be requested.**

CHROME RIVER: We have a comprehensive Disaster Recovery Guide and Business Continuity Plan. This includes near-real time replication of databases among multiple availability zones and nightly snapshots of the databases. Disaster recovery procedures are fully exercised annually. As part of our ISO 27001 Information Security Management Plan, all policies and procedures are reviewed annually and certified via annual SOC 1 and SOC 2 audits.

Exit Strategy

1. **The Agency prefers that the vendor has an industry standard process to back-up the data to include online data (entered values) and any other data items such as attachments. This should include direct data access and tools to copy data from the vendor source to a State-owned facility. Vendor should detail an exit strategy in the case where the State is unable continue business.**

CHROME RIVER: All receipts and other data and document images—including all expense reports and invoices—are stored and retained in the system until or unless The State instructs otherwise. They can be retrieved instantly through the application for reporting or auditing purposes. We also have certain clients that have strict retention schedules and we will work with The State if such a scenario applies (e.g., only hold data for X years).

Upon contract termination, the customer is given the opportunity to export their data. Once the customer has successfully transferred their data customer may request that all data is purged from the system in a secure fashion. Alternatively, customers can request that data be deleted if it exceeds their internal retention period.

Furthermore, we can provide data extracts if The State requires the ability to store data in its own warehouses and many Chrome River customers do this today. It is incredibly easy to export data from Chrome River. Our integration framework provides exports that exactly meet the unique import requirements of our customers' systems without further data transformation. Data can be extracted from Chrome River at any time in a variety of formats such as HTML, PDF, Excel and other delimited formats. We also have data and image extraction APIs available if the data in question needs to be extracted on a scheduled or ad hoc basis.

Customer Service and Support

1. **Vendor solution should have a comprehensive customer service and support plan. Vendor should detail service and support plans. Continuing maintenance and support should also be reflected in the cost sheet.**

CHROME RIVER: We provide unparalleled customer service and support, starting with the first day of implementation and lasting throughout our entire relationship. Our service approach not only wins us countless customers over our competitors, but also accounts for many customers' fierce loyalty after years of experience with Chrome River. Our exceptionally low customer cancellation (churn) rates lead the industry and our entire workforce is committed to maintaining that high standard. All support personnel are in-house Chrome River employees, providing The State with top-tier knowledge for any issue. Chrome River maintains a 98% customer satisfaction rating as it pertains to customer support issue resolution. For application and configuration issues, requests come directly to our support personnel, via email or by logging into the Chrome River Help Desk. Our Help Desk is available 24/7 for support ticketing, tracking and collaboration. The support center is staffed by employees in the US, the UK, Germany and Australia, who take live phone calls from the hours of 5:00 PM Sunday through 11:00 PM Friday Eastern Time (ET). Ticket priority can be set by the customer. Email is a widely used method for support communication as each email is automatically associated with a Help Desk ticket and logged accordingly.

Our customer service philosophy and commitment set us apart. Chrome River enjoys a retention and renewal rate of nearly 99%and our entire workforce is committed to maintaining that high standard. All support personnel are in-house Chrome River employees, providing The State with top-tier knowledge for any issue. Chrome River proudly maintains a 98% customer satisfaction rating as it pertains to customer support issue resolution.

We understand that interacting with a provider's customer support organization can often be dissatisfying and generally unhelpful. Your open ticket can bounce behind the scenes from department to department with no visibility to you and while dedicated account managers can be a reassuring point of contact promising that your case is definitely being worked on, they may have no meaningful, detailed insight into what exactly is being done to resolve your issue. This is why Chrome River does things differently. Tickets are reviewed immediately and routed to the appropriate team (e.g., the support team for research, quick fixes and "how to" questions or the engineering team for code-level changes such as enhancements or bug fixes) so no time is lost by dealing first with an account manager, who often ends up acting only as a middleman. The State has full visibility via the Chrome River Help Desk to see which team has your ticket, which agent is assigned and when the ticket was most recently updated. You can communicate directly with the team actually working on your request and get an idea of the time remaining until its resolution.

Our service approach not only wins us countless customers over our competitors but also accounts for many customers' fierce loyalty after years of experience with Chrome River. Furthermore, one of the major differentiators offered by Chrome River is direct access to our C-Suite executives. It's very common for our CEO, CSO and CISO to have direct communications with our customers.

Finally, Chrome River does offer an advanced level of Support called the Emburse Solution Administrator which provides dedicated individuals that will work with the State to manage all cases, as well as provide any on-going configuration requests at no additional fee. This is included in our Cost Proposal for the State.

Mandatory Project Requirements

The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

1. **Solution must interface with a mapping solution for mileage calculations. The preferred solution would utilize Google Maps for this functionality. Vendor should detail the solution(s) used and if the solution has the capability to deduct miles for normal commute driven.**

   CHROME RIVER: Chrome River supports the calculation of mileage expense through its integration to Google Places, which eliminates the need to know specific addresses. Travelers simply need to enter their start and end place to have the miles, destination information and map populated into the mileage expense item. Deductions for normal commutes are part of standard functionality in mileage calculations.

   Chrome River can use the IRS mileage rates to calculate mileage or some other rate designated by The State. We can ***exceed*** the State's requirements by providing the ability to attach custom car plans (e.g., company-leased vehicles, distance-based plans, variable based compensation tied to other attributes of the State's policy) to the traveler's profile. Chrome River will then calculate the rate based upon the car plan the traveler has.

   Chrome River understands that no two organizations have the same requirement and thus provides for flexibility when configuring your mileage rate structure.

2. **At a minimum, solution must provide and maintain updated per diem rates for travel locations within the continental United States as an automatic update to the solution. Vendor should also detail how solution addresses deductions for meal provided, travel days, and any other taxable situations that may arise.**

   CHROME RIVER: Chrome River has extensive experience in supporting the full compliance and reporting requirements of the US and foreign governments as they apply to business travel. Our system regularly imports and applies federal government per diem rates (both CONUS and OCONUS) for lodging, meals and incidentals, based on GSA-, DoD-, IRS-and State Department-supplied tables. For mileage, we maintain updated tables of GSA and IRS rates. Chrome River exceeds the State's minimum requirements by maintaining and updating the GSA rates outside the continental United States.

   In all cases, the rates that were in effect on the date the expense was incurred are applied. If there has been a change in the allowable rates while the employee is in the middle of a trip, the tables will correctly apply both the old and new rates, as appropriate, for each day of the trip. Whenever there is any change in the per diem rates, our tables are immediately updated.

We can ***exceed*** the State's minimum requirements with our highly configurable Per Diem Wizard, The State employees simply need to enter the start and end dates/times and the location of travel and EXPENSE will automatically calculate per diem rates. Users can also deduct meals (e.g., if the employee is attending a conference and lunch is included) in a single click.

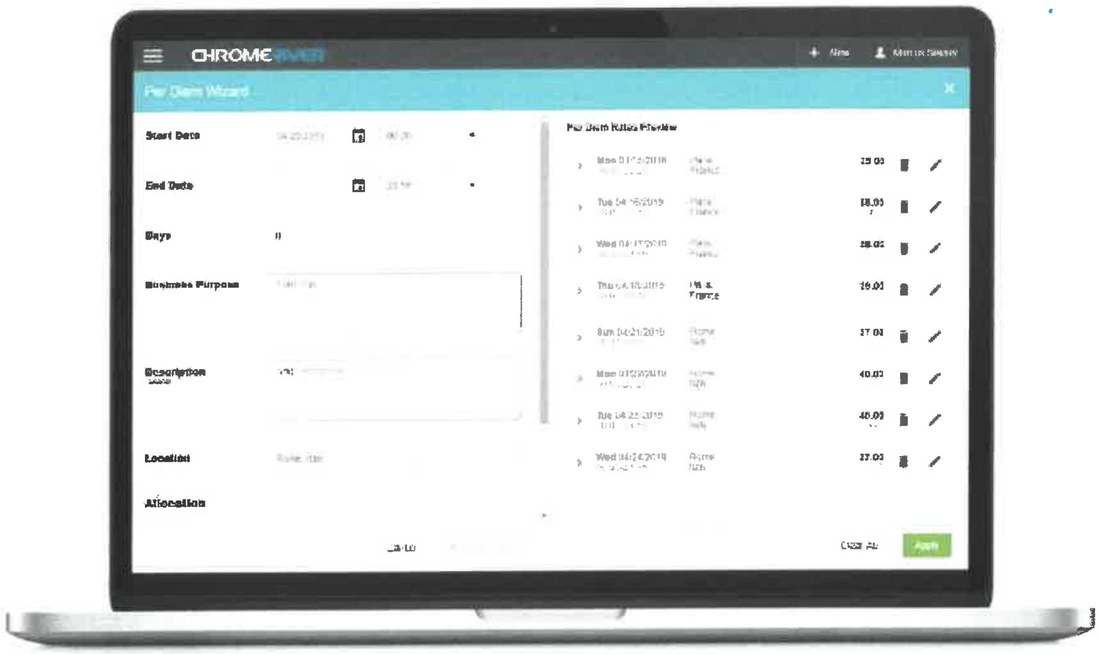

Figure 10. Per Diem Wizard. The State travelers can manage every per diem detail directly in our easy-to-use Per Diem Wizard, providing the most efficient user experience possible.

The Per Diem Wizard provides The State travelers a highly intuitive and intelligent tool for accurately entering per diems and honoring regulations, e.g., the German regulation that employers can only offer tax-free reimbursement to employees for three months of continuous business travel (3-Monats-Regelung). We built the system to look back at the user's previous expense data, analyze past per diem entriesand use business rules to automatically derive the correct taxable amounts.

EXPENSE also provides an "Overnight Stay" checkbox that allows users to merge a two-day trip without an overnight stay into a single day (the box is checked by default). A single entry will only be created if the start time of the first day is later than 16:00 and the end time of the second day is earlier than 08:00. If the total number of hours is less than eight, the wizard calculates a 0.00 amount. Otherwise, the wizard calculates a half-day rate.

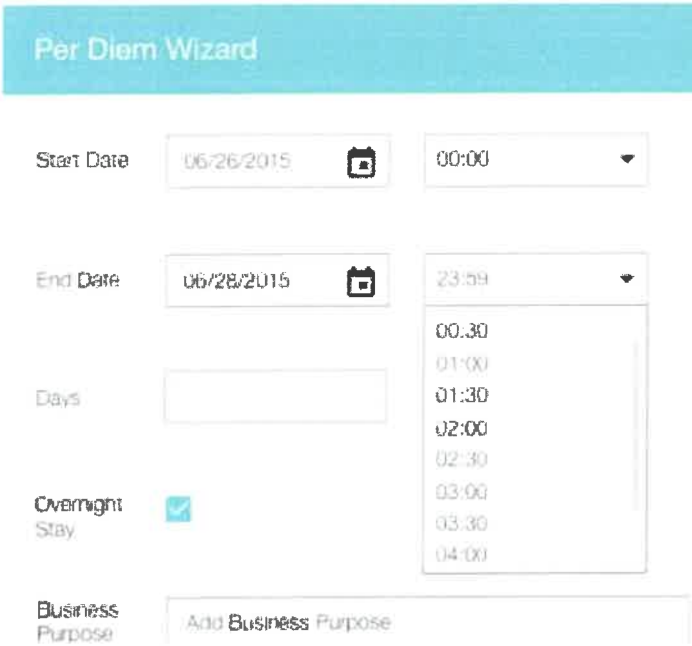

Figure 11. Overnight Stay Checkbox. This feature unique in the Per Diem Wizard helps save your travelers—and approvers—the time and headache of manually checking that everything is in compliance with local law.

In addition, The State's Chrome River administrator(s) can load and maintain custom per diem rates at no cost. Chrome River can hold multiple per diem and daily allowance rates, each maintained in a separate table. Access to these rates is via a wizard so users can easily enter in their allowance dates and then process deductions against the daily values where required.

3. **Vendor must provide training to the State's project team as well as to other state agency travel managers and end users. Training needs should accommodate approximately 20,000 travelers and 3,000 managers. Training needs will require multiple workshops to be held at varying locations throughout the State of West Virginia. Vendor must provide a combination of distance learning options, web-based training, classroom style/face-to-face training, and quick reference and/or user guides for each state agency's travel manager and end user. Additional training may also be needed to ensure project team members, agency travel managers and end users are continually informed and current on system functionality and enhanced features that may be added during implementation and thereafter. Vendor should detail the training process and methodologies for the solution.**

CHROME RIVER: EXPENSE is highly intuitive, easy to use and requires very little actual end user training. We designed our user interface (UI) to both look and function like a consumer UI. We compare it to Amazon.com, which hundreds of millions of people have learned to use with no training other than helpful, intuitive online guidance. As part of your implementation, Chrome River provides both Administrator Training as well as Train the Trainer training. The State's project team will receive detailed Administrator training and individuals that will be responsible for training others within the State will receive the Train the Trainer training described below. Chrome River provides live, unlimited on-line End User training at no additional cost. If the State chooses not to leverage the Train the Trainer approach described below, Chrome River can provide on-site End User training which will be scoped (number of days, locations, travel, etc.) and quoted as an optional proposal. Please note that 99% of Chrome River clients are highly successful using the Train the Trainer approach which is provided at no additional charge.

TRAIN-THE-TRAINER

We use a train-the-trainer approach to train and assist The State's internal project team. Together with The State, we devise a customized end user training plan that focuses on your unique business rules, routing processes and expense reporting practices.

This method is most effective for this type of implementation because the system is uniquely customized to the customer's needs. Since our user interface is one of the most intuitive in the industry, we find that user questions typically stem from company policies (e.g., "Why can't I get reimbursed for this?") rather than the product itself. During this step, we share best practices and guide customers while they develop training and roll out plans.

Our train-the-trainer phase takes between two to four weeks, depending on the complexity of the system. Gaining hands-on familiarity with the system is integral to the implementation process, which is carefully designed using system walkthroughs at each stage of the implementation. We find it most efficient to simultaneously build the system, train your personnel on it and engage them in the testing of both configuration and compliance rules. Our industry-leading technology enables our implementation team to provide a consultative and fully integrated implementation and training process, resulting in shorter learning times and immediate access to the full functionality built into the EXPENSE system.

HELP LIBRARY & WEBINARS

In addition, our extensive Help library within Chrome River includes short video tutorials and screenshots that can be used for onboarding or refreshers after the initial training. We also offer Chrome River University, an ongoing selection of live webinars for introduction to certain modules and features, as well as advanced instruction for administrative users.

There is no additional cost for our standard training mentioned above—it's all covered by your one-time setup fee.

Furthermore, Chrome River Training Camp offers free, unlimited training for all users. It is designed both for those who are brand new to Chrome River and want to quickly bring themselves up to speed on the solution and for those who would just like a refresher or to get acquainted with new features.

Live webinars are held three or four times per week and each focus on a specific element of the Chrome River experience for expense or invoice submitters, approvers or administrators. During the training, webinar participants have the opportunity to interact with and ask questions of the trainers directly, and these are answered during the session in real-time.

Recordings are always available for anyone unable to attend live. As each session uses the current release of Chrome River, viewers always have access to the most up-to-date information and features.

Qualifications and Experience:

Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

CHROME RIVER: Chrome River is a leader in the Expense and Vendor Invoice Management industry and devotes 100% of its resources and R&D budget to developing market leading solutions that automate both travel and non-travel expenses, as well as card programs, and vendor invoice management. Our solution is unique in the market in that it is architected using the most modern technological components available. We continuously innovate our functionality to ensure our clients have the best, most current experiences available in our market.

Today, Chrome River serves over 1,000 clients worldwide today ranging from private organizations, to Fortune 500 global enterprises, government contractors, state and local government agencies and over 160 institutions of Higher Education, many of which are public, state institutions. Our current largest client, ExxonMobil, employs over 72,000 employees world-wide. Chrome River is known for its ability to take the most complex compliance and regulatory requirements and make them seamless and intuitive for end users to follow. The more complex the requirements, the more value we provide.

While we have numerous examples of projects that are similar in size and scope to those that the State of West Virginia is looking to accomplish, we have selected three (3) examples that we feel will resonate for the State due to the size, location, and/or level of complexity, and described them below. All of these organizations would be willing to be a reference and talk with the State's project team if Chrome River is determined to be a finalist in your RFP process.

West Virginia University

Employees: 9,450 (includes faculty + staff)

Industry: Higher Education

West Virginia University (WVU) is the intellectual home of more than 29,000 Mountaineers and the state's preeminent institution of higher learning. WVU offers more than 180 bachelor's, master's, doctoral, and professional degree programs through some 15 colleges and schools. The university's clinical psychology and forestry programs have been recognized nationally and it boasts 100% post-graduate job placement for its nursing, pharmacy, and mining engineering majors. WVU also runs a two-year, residential school, Potomac State College, in Keyser, West Virginia.

Project Description: WVU was looking for a modern, user-friendly solution that could meet the diverse needs of its various departments, campus locations, and athletics programs, while still allowing it to maintain controls and visibility into all of its spend. WVU has been a client since 2016 and has partnered with Chrome River to integrate all its card program spend from US Bank as well. This allows WVU to have a single view of all its spend in one place. It leverages Chrome River Analytics to run comprehensive reports with real time data across all departments, locations and users.

Tetra Tech

Employees: 20,000

Industry: Government Contracting, Engineering

Tetra Tech puts technical know-how to work. The environmental management, consulting, and technical services group focuses on resource management and infrastructure development. Services include environmental engineering, restoration, groundwater cleanup, watershed management, information technology, and operations and maintenance support. Tetra Tech provides architectural, engineering, and construction services for public and private facilities and designs and builds water supply systems and other infrastructure systems. The US government is a major customer. Commercial customers include companies in the chemical, energy, mining, and pharmaceutical industries.

Project Description: Tetra Tech was coming off their ERP's embedded expense module, Oracle iExpense. They were seeking a user friendly, fully mobile solution that could incorporate their rigorous compliance policy requirements due to its position as a major government contractor while making the end user experience as simple as possible. Tetra Tech integrates its US Bank card programs into the system along with its travel data. This provides Tetra Tech with a single view of all expenses in one place.

Virginia Community College System (VCCS)

Employees: > 10,000 (includes faculty + staff)

Industry: Higher Education, Public System

The Virginia Community College System (VCCS) oversees a network of 23 community colleges in Virginia, which serve residents of Virginia and provide two-year degrees and various specialty training and certifications. In 2006, the Virginia Community College System's annual enrollment rate topped 233,000 students. Virginia's Community Colleges were created in 1966 to address Virginia's unmet needs in higher education and workforce training. The newest Strategic Plan, Complete 2021, contains a single goal: to triple the credentials students earn in academic and workforce areas.

Project Description: The VCCS needed a modern, user-friendly solution that could handle not only the unique needs of its 23 campuses, but also its requirements to comply with data exchange and reporting for the State of Virginia. The initial implementation occurred alongside the State of Virginia's creation of a Shared Services Center for the VCCS. In addition, some of the schools were coming off of custom/home-grown expense management solutions. All of the policies had to be synchronized, with nuances for some of the larger institutions. All 24 entities (including the Shared Services office) are managed within a single instance of Chrome River. Data exchange occurs with the VCCS's systems of record – a version of PeopleSoft maintained by the State of Virginia.

Qualification and Experience Information

Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

1. **Vendor should demonstrate their experience, system capability, and the resources necessary to implement the system**

   CHROME RIVER: Please see our response under the "Qualification and Experience" section for information on our experience implementing our solutions. Furthermore, we commit project resources when a contract is executed and the project is initiated. Then the State receives a designated team of seasoned team members directly responsible for your implementation, consisting of the following:

   - **Project Manager:** Coordinates project resources and ensures the project is delivered on time and within the agreed-upon scope. Project managers are subject matter experts for the product and provide invaluable experience and techniques when re-engineering your business processes to gain optimum performance. They manage decisions, risks, issues and requested change orders.
   - **Solution Architect:** Designs the system and validates that configurations are designed correctly and effectively. Solution architects follow proper standards, resolve technical issues that may arise, and efficiently integrate the application components.
   - **Configuration Analyst:** Specializes in creating solution components, including the specific layouts of the screen designs, etc. Configuration analysts configure the user interface, business rules and integrations according to the solution architect's specifications.
   - **Business Analyst:** Designs and validates all data feeds and integrations
   - **QA Team:** Tests all configurations to validate they are performing properly and according to the specifications

All Chrome River implementation resources are Chrome River employees with four-year degrees and considerable experience. Solution architects typically have 10+ years' experience and project managers typically have 5+ years' experience. The State will also need a team in addition to the Chrome River project team. Its roles and responsibilities will include:

- **WV Project Manager:** Works alongside the Chrome River PM so the project proceeds on track. This team member is also responsible for making decisions on time and at the right level, as well as assigning proper resources to the project plan.
- **WV Department Leads:** Spearhead the overall effort by coordinating participation of your finance and IT teams, as needed by the project plan. These team members work closely with the project manager and subject matter experts and are empowered to make project decisions.
- **Training and Communication Lead:** Coordinates all educational and training activities regarding any business process or organizational changes. Also handles all communications as they relate to the implementation.

- **Subject Matter Experts:** Support the overall project needs within their areas of expertise. These functional team members are primarily involved in the Plan and Validate phases of the implementation.

2. **Vendor should have a proven track record of implementing similar systems for other government organizations or companies of similar size.**

   CHROME RIVER: Please see our response under the "Qualification and Experience" section for information on our experience with implementing solutions for other government organizations and companies of similar size.

Response to Terms & Conditions

Chrome River appreciates the opportunity to review the terms of the State of West Virginia (State) General Terms and Conditions (GTC) but proposes the use of the Chrome River Unified Terms and Conditions (UTC) for subscription of its Expense solution and the procurement of related professional services (please see Exhibit 02). The Chrome River UTC reflects the way in which we deliver and license the service, through a SaaS methodology (as opposed to a deliverable of Goods), and also captures the standards and requirements necessary to ensure that the platform remains effective and efficient for all of our customers. Nonetheless, we believe that in a compare of documents the State will find that the MSA contains a majority of the GTC requirements yet provides additional commitments and obligations that will provide the State comfort. Upon execution of a mutual non-disclosure agreement Chrome River, will make its certificate of insurance available for validation of compliance.

If selected as vendor of choice, Chrome River is happy to negotiate, to the mutual satisfaction of our parties, those terms and conditions to reflect the needs of both parties wherever possible. Chrome River is confident that we can work through this process in a mutually beneficial manner.

We look forward to the opportunity to work with you.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Justin Byler, Director of US Government Sales

(Name, Title)

(Printed Name and Title)
5757 Wilshire Blvd, Suite 270, Los Angeles, CA 90036

(Address)
(317) 370.4012

(Phone Number) / (Fax Number)
justin.byler@chromeriver.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Chrome River

(Company)

DocuSigned by:
Matt Gahr

(Authorized Signature) (Representative Name, Title)

Matt Gahr Chief Sales Officer

(Printed Name and Title of Authorized Representative)

29 April 2020 | 12:21:26 PM PDT

(Date)

888.781.0088

(Phone Number) (Fax Number)

REQUEST FOR PROPOSAL
WV ERP Board – Travel Expense Management System

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Chrome River

(Company)

DocuSigned by:
Matt Gahr   Matt Gahr   Chief Sales Officer

(Representative Name, Title)

888.781.0088

(Contact Phone/Fax Number)

29 April 2020 | 12:21:26 PM PDT

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ERP2000000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Chrome River

Company

DocuSigned by:
Matt Galer
DDC7735291D54E5...

Chief Sales Officer

Authorized Signature

29 April 2020 | 12:21:26 PM PDT

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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Chrome River

Company

DocuSigned by:
Matt Galer
DDC7735291D54F5...

Authorized Signature

11 May 2020 | 2:59:32 PM PDT

Date

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DDC7735291D54F5...

Authorized Signature

11 May 2020 | 2:59:32 PM PDT

Date

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Exhibit 01

Chrome River EXPENSE

Summary Project Plan

Customer	Month 1	Month 2	Month 3	Month 4
Deployment	EXPENSE			
EXPENSE - Plan / Discovery / Design				
Launch Call / Project Kickoff				
Discovery / Workshops On Site				
Expense/PreApproval User Interface Workshop				
Travel Data Integration Workshop				
GL Allocation / Cost Code Workshop				
Expense Compliance & Routing Rules Workshop				
Data Feeds Workshop				
Expense Export Specification Workshop				
Expense Tax / VAT / Per Diem Workshop				
EXPENSE - Configure				
Expense/PreApproval User Interface Build				
Travel Data Integration - Configuration				
Expense Compliance & Routing Rules Build				
Data Feeds Build				
Expense Tax / VAT Build				
Expense Export Build				
EXPENSE - Training				
Administrative Training				
Inquiry/Analytics Training				
Train the trainer Training				
EXPENSE - Validate				
Functional Testing (UI, Compliance & Routing)				
User Acceptance Testing				
Integration/End-to-End Testing				
EXPENSE - Deploy				
Production Roll-out Planning				
Production Go-Live				

Chrome River EXPENSE

Example Project Plan

Customer Resource Involvement:

Discovery / Design / Workshops:

Primarily AP and Finance leads representing all regions.

Tax leads should participate in the Tax/VAT workshop discussions.

IT should participate in the Data Feeds and Expense Export workshop discussions. Country experts, familiar with per diems and other country specific requirements, should participate in the Per Diem workshop discussions.

The on-site workshops are designed to be 5 full days of meetings. The topics will be covered in the order specified in the plan above.

It is expected that there will be some follow-up activity after the on-site workshops, to fully clarify requirements.

We expect that the leads would engage the appropriate Subject Matter Experts (SMEs) to confirm any open questions.

Configure:

During this phase, there are tasks for both Chrome River and the customer. The Chrome River configuration team will be configuring the system to meet the specifications laid out in the discovery phase. A significant amount of work will be required by the customer in this phase to build the data feeds into Chrome River and handle the export file from Chrome River. Typically IT and AP/Finance would be involved in this process.

Training:

There are 3 types of training provided:

Administration Training - This is designed for a relatively small audience of employees who will be responsible for administering the Chrome River system. You will learn how to change various configuration options, maintain your customer specific lists and person attributes, use features to lookup up information and/or troubleshoot issues, etc. (3-4 hours)

Analytics Training - This is designed for a relatively small audience of employees who will be responsible for extracting information from the Chrome River system. You will learn how to run our standard set of reports and understand the purpose and benefit of each. You will also be introduced to our adhoc reporting tool so that you can begin to understand how to create reports of your own. (2-3 hours)

Train the Trainer - This is designed for the people responsible for building the Chrome River end user training material for your company. We will provide sample training material as well as walk you through our recommendations regarding how to best approach your training. It is best if the people involved in developing the training material are involved in the project from the start so that they are familiar with the system and the configuration design decisions that have been made. (1-2 hours)

Validation:

This will be the most labor intensive phase for the customer. We recommend that the initial Functional Testing be conducted by the main project team leaders and key SMEs who have been most involved in specifying the requirements. Additional end users, ideally some "power users" (big travelers), should be added for the User Acceptance testing.

Finally we will need IT (as well as the main project team) to be involved in the End-to-End/Integration testing to ensure that the information is flowing correctly to and from Chrome River.

Deploy:

The main project leaders will be involved in building the production roll out plan with Chrome River as well as continue to meet as a team on a weekly basis for post-go live support discussions

Note: Upon completion of the on site workshops, we will be hosting weekly status calls with the project leaders. These meetings are typically scheduled to be an hour long and will involve the Chrome River Project Manager reviewing a project status report. Upcoming tasks, open issues, action items, etc will be reviewed on a weekly basis to ensure that the project is progressing according to plan.

Example Project Plan	
Deployment	
EXPENSE - Plan / Discovery / Design	**Resource Allocation**
Launch Call / Project Kickoff	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Discovery / Workshops On Site	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Expense/PreApproval User Interface Workshop	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Travel Data Integration Workshop	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT
GL Allocation / Cost Code Workshop	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Expense Compliance & Routing Rules Workshop	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Data Feeds Workshop	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Expense Export Specification Workshop	CR Project Manager, CR SME, CUSTOMER IT
Expense Tax / VAT / Per Diem Workshop	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
EXPENSE - Configure	
Expense/PreApproval User Interface Build	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Travel Data Integration - Configuration	CR Project Manager, CR SME, CUSTOMER AP
Expense Compliance & Routing Rules Build	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Data Feeds Build	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Expense Tax / VAT Build	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Expense Export Build	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT
EXPENSE - Training	
Administrative Training	CR Project Manager, CR SME, CUSTOMER AP
Inquiry/Analytics Training	CR Project Manager, CR SME, CUSTOMER AP
Train the trainer Training	CR Project Manager, CR SME, CUSTOMER AP
EXPENSE - Validate	
Functional Testing (UI, Compliance & Routing)	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
User Acceptance Testing	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Integration/End-to-End Testing	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
EXPENSE - Deploy	
Production Roll-out Planning	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business
Production Go-Live	CR Project Manager, CR SME, CUSTOMER AP, CUSTOMER IT, CUSTOMER Business

KEY:
CR SME = Chrome River Subject Matter Expert
CUSTOMER = we would expect a CUSTOMER Project Manager to be part of one of the CUSTOMER teams
CUSTOMER Business = could include procurement, BD, HR etc
CUSTOMER AP = Finance lead, Audit Lead
CUSTOMER IT = IT lead or development resource

Exhibit 2

Emburse
Terms and Conditions

INSERT FOR ONLINE TERMS:

Last updated: 06 April 2020

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE DEFINED HEREIN AS THE SERVICE. BY DOING ANY OF THE FOLLOWING:

- CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE INSTALLATION;
- SIGNING AN ORDER FORM REFERENCING THESE TERMS; OR
- PAYING AN INVOICE WITH THESE TERMS,

YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER") AND REPRESENT AGREE TO THE FOLLOWING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (DEFINED BELOW) OFFERED BY CHARGER ACQUISITIONCO, INC. DBA EMBURSE OR ITS AFFILIATES ("Emburse") AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (COLLECTIVELY "CUSTOMER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST:

- SELECT THE "I DECLINE" BUTTON;
- NOT USE THE SERVICE.

THE AGREEMENT IS EFFECTIVE WHEN CUSTOMER CLICKS "I ACCEPT" OR BEGINS USING THE SERVICE, WHICHEVER IS EARLIER, AND THEN WILL BECOME COTERMINOUS WITH THE SUBSCRIPTION TERM THEREAFTER ("EFFECTIVE DATE")

This Agreement governs Customer's use and Emburse's delivery of the services or solutions owned by Emburse or its Affiliates (collectively "Emburse") and further detailed in the Order Form or Documentation (collectively the "Service"). Customer agrees that Customer's subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Emburse regarding future functionality or features.

1. Grant of Rights and Usage.

1.1 Subject to the terms of the Agreement, Emburse hereby grants to Customer a non-sublicensable, non-transferable (except as provided in the Agreement), non-exclusive right to access and use the Service, in accordance with the Documentation, and solely for Customer's and its Affiliates' internal business operations.

1.2 Customer may permit Authorized Users to use the Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form(s). Customer is responsible for all activity by its Authorized Users and will not permit User IDs to be used by more than one (1) individual. Emburse reserves the right to suspend or terminate any Authorized User which it reasonably determines may have been used for an unauthorized purpose, subject to prompt notice by Emburse of such suspension or termination.

1.3 Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and will promptly notify Emburse of any actual or suspected unauthorized use; (ii) report to Emburse promptly and use reasonable efforts to stop any unauthorized copying or distribution of Content; and (ii) comply with all applicable laws, rules and regulations when using the Service.

1.4 Customer hereby grants Emburse a non-exclusive, non-transferable (other than as set forth in the Agreement), worldwide right to use the Customer Data as follows: (i) as necessary for the limited purpose of performing the Service, (ii) as permitted or required by applicable law, and (iii) to create anonymized data or to combine with other data sources to create aggregate data (collectively "Analyses") provided such information does not identify Customer or a specific individual as the source of such data.

1.5 Authorized Users may access certain Services through mobile applications obtained from third-party websites such as the Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2. Restrictions

Customer will not without prior written consent of Emburse: (a) access or copy any Content or data or information of other Service users; (b) harvest, collect, gather or assemble information or data regarding other users without their written consent; (c) disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Service, Documentation, or Content; (d) transmit or upload any content or data that is unlawful, infringes any intellectual property rights, or contains any Malicious Code; (e) knowingly interfere with or disrupt the integrity or performance of the Service or the Content; (f) harass or interfere with another customer's use and enjoyment of the Service; (g) circumvent or endanger the operation or security of the Service; (h) use the Service for the benefit of a third party, for timesharing or to operate a service bureau; (i) create Internet "links" to or from the Service; (j) remove, cover, alter or obfuscate any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by Service or the Documentation; (k) access the Service for purposes of: monitoring its availability, performing any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan, or any benchmarking or competitive services; or (l) otherwise use the Service in any manner that exceeds the scope of use permitted under this Agreement.

3. Ownership

3.1 Emburse. Emburse, its Affiliates, or its suppliers or licensors retain all right, title and interest, including all intellectual property rights, in and to the following: (i) the Service, Documentation, the Content , and all other software, materials, formats, interfaces, information, content and proprietary information and technology used by Emburse or provided to Customer in connection with the Service, (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by Emburse or its Affiliates during its performance under the Agreement, (iii) any and all suggestions, ideas, enhancement requests, feedback, recommendations made by Customer in connection with any present or future Emburse product or service, (iv) any and all Analyses, and (iv) the logos, trademarks, and product and service names associated with the Service, Emburse or otherwise contained on any Emburse website, (all of the foregoing being referred to herein collectively as, the "Emburse Property"). Except as otherwise expressly authorized herein or by Emburse in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Emburse Property.

3.2 Customer. Customer owns and retains all right, title, and interest, including all intellectual property rights, in and to the Customer Data, Customer's Confidential Information, software or materials, each that are created by Customer independently and without reference to the Emburse Property. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Emburse's rights in connection with the Customer Data.

4. Emburse Responsibilities

4.1 Emburse will provide access to, and support for, the Service as described in the Agreement, including the Documentation. Notwithstanding anything in the Agreement to the contrary, Emburse may from time to time effect reasonable modification to the Service and/or the Documentation applicable for each service ordered hereunder, without Customer's prior consent, provided that any such modification does not reduce the service level commitments, security or the overall level of beneficial service provided to Customer immediately prior to such modification. Any such updates are in the sole discretion of Emburse.

4.2 Emburse has implemented and will maintain reasonable and appropriate security measures based on applicable industry best practices. As a data processor, Emburse will secure personal data processed in the Service in accordance with applicable data protection laws. The Emburse Data Protection Agreement ("DPA") is is incorporated in the Agreement by reference to the extent required by applicable law, including General Data Protection Regulation (GDPR) and California Consumer Privacy Act ("CCPA"). Emburse uses subprocessors for various functions and provision of the Service, which are available upon request.

5. Customer and Personal Data

5.1 Customer is solely responsible for providing and ensuring the accuracy of all Customer Data required for the proper operation of the Service. Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

5.2 During the Subscription Term, Customer can access its Customer Data at any time through the Service. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Emburse and Customer will find a reasonable method to allow Customer access to Customer Data. At the end of the Agreement, Emburse will delete the Customer Data remaining on servers hosting the Service, unless applicable law requires retention. Retained Customer Data is subject to the confidentiality provisions of the Agreement.

6. Fees and Payment

6.1 Except as otherwise expressly set forth in the applicable Order Form, Customer will pay each accurate invoice within thirty (30) days after the applicable invoice date. All fees and other charges shall be paid to Emburse in United States dollars or such currency specified in the Order Form. If travel is requested by Customer or required for Services provided on-site at a Customer location, Customer will pay all reasonable and pre-approved expenses associated with such travel, subject to Emburse's then-current travel policy. If Customer specifies in an Order Form that it is issuing a purchase order for such Order Form, then Emburse will reference the applicable Customer purchase order number on its invoices so long as Customer provides the purchase order number at least five (5) business days prior to the date of the applicable invoice. Except as otherwise specifically provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable.

6.2 Fees due under the Agreement do not include taxes, levies, or duties ("Taxes") imposed by taxing authorities, all of which will be for Customer's account. Customer is responsible for all Taxes, other than Emburse's income or payroll taxes. Customer must provide to Emburse any direct pay permits or valid tax-exempt certificates prior to signing any Order Form. If Emburse is required to pay Taxes, Customer will reimburse Emburse for those amounts and indemnify Emburse for any Taxes and related costs paid or payable by Emburse attributable to those Taxes.

6.3 If, at any time, Customer is delinquent in the payment of any fees due hereunder, Emburse may notify Customer in writing of such breach and, in such case, Customer will have thirty (30) days from such written notice to cure the breach. If Customer fails to cure such breach within such 30-day period, then Emburse may suspend the Service in its sole discretion and without prejudice to its other rights until such fees are paid in full. Emburse reserves the right to impose a reconnection fee in the event the Service is suspended and thereafter request access to the Service. Late payments hereunder will accrue interest beginning as of the due date at the rate of one and one-half percent per month or the highest rate allowed by applicable law, whichever is lower.

7. Warranties

7.1 Emburse and Customer each hereby represents and warrants to the other that: (a) it has the authority to enter into the Agreement and to perform its obligations under the Agreement; and (b) it will comply with all laws and regulations applicable to it in connection with: (i) in the case of Emburse, the operation of its business as it relates to the Service, and (ii) in the case of Customer, the Customer Data and Customer's use of the Service.

7.2 Emburse warrants that, during the term of the Agreement, the Service provided hereunder: (a) will be performed: (i) in a professional manner consistent with generally accepted industry standards reasonably applicable to the provision of the Service; and (ii) substantially in accordance with the Documentation relating to the configuration, operation, support, and use of the Service that are provided to Customer under the Agreement, as reasonably updated from time to time; and (b) does not contain any disabling code (defined as computer code designed to interfere with the normal operation of the Service) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) which is designed to delete, disable, deactivate, interfere with or otherwise harm the Service or Customer Data. Customer's sole and exclusive remedies and Emburse's entire liability for a breach of the warranties in (a) above will be the re-performance of the deficient Service, and, if Emburse fails to re-perform, Customer may terminate its subscription to the affected Service with notice received within three (3) months of such failure to re-perform.

7.3 Emburse warrant s that it will maintain the average monthly system availability for the Service as set forth in the Documentation ("SLA"). Customer's sole and exclusive remedy for a breach of the SLA is the issuance of a credit or termination as described in the SLA.

7.4 Emburse warrants that it shall at all times provide and maintain sufficient physical and electronic security for the Service in accordance with commercially reasonable industry standards, including, without limitation, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). The terms of theDPA are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom, and Switzerland are processed by Emburse, the EU-US Privacy Shield and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement shall be treated as its execution of the Standard Contractual Clauses and Appendices.

7.5 At least annually and at no expense to Customer, Emburse will review its operations and procedures relating to its operations center applicable to providing the Service to Customer, including its security and compliance programs, which review will be by a qualified independent third party in accordance with the current SOC 1 auditing standards or such other standards as determined by Emburse. Following Customer's request, Emburse will provide Customer with copies of documentation relevant to such review to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations. To the extent Emburse processes cardholder data, Emburse will comply with the Payment Card Industry Data Security Standards ("PCI DSS"). In the event Emburse becomes aware of a security breach of the Service that results in any actual or reasonably suspected unauthorized disclosure of Customer Data, Emburse shall promptly (i) notify the appropriate Customer personnel; (ii) investigate the breach or potential breach; and (iii) provide Customer with the results of the investigation as soon as they are available.

8. Limitation of Warranty

The warranties in sections 7.2 and 7.3 will not apply if the Service is not used in accordance with the Agreement or the Documentation or any non-conformity is caused by Customer. THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY EMBURSE HEREUNDER. EMBURSE SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EMBURSE DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 10 AND 11 OR FOR FRAUD OR WILFUL MISCONDUCT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, CLAIMS SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, OR LOSS OF USE OF ANY INFORMATION OR DATA OF THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED HEREIN.

EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 11 AND 12 OR FOR FRAUD OR WILFUL MISCONDUCT, OR AMOUNTS OWED HEREUNDER, EACH PARTY'S TOTAL LIABILITY UNDER THE AGREEMENT, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL FEES ACTUALLY PAID OR OWING HEREUNDER BY CUSTOMER TO EMBURSE FOR THE APPLICABLE SERVICE DIRECTLY CAUSING THE DAMAGE DURING THE TWELVE MONTH PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE (BUT NOT LESS THAN THE AMOUNT OF BASE FEES DUE DURING THE FIRST YEAR AFTER THE EFFECTIVE DATE).

10. Indemnification

10.1 Subject to the terms of the Agreement, Emburse shall defend and indemnify Customer and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by a third party (each a "Claim): (a) to the extent alleging that the Service, as provided by Emburse and used in accordance with the terms of the Agreement, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party; or (b) to the extent based on a breach of Section 7.4 that results in the unauthorized disclosure of personal data to a third party. Notwithstanding the above, Emburse shall have no liability for any infringement claim to the extent such claim: (i) pertains to any Emburse Property that has been altered or modified without Emburse's prior written approval; or (ii) is based on use of the Service in conjunction with any item not provided by Emburse or authorized by Emburse in writing, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Emburse.

10.2 Subject to the terms of the Agreement, Customer shall defend and indemnify Emburse and its employees, agents, successors and assigns from and against any and all Claims the extent alleging that the Customer Data, or Customer's use of the Service in violation of the terms of the Agreement, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of, or otherwise harms such third party.

10.3 For any indemnifiable claim described in this Section 11: (a) the indemnifying party shall have the sole responsibility, at its expense, to defend and, at its sole discretion, to settle any such claim, provided that, if any settlement requires a non-monetary obligation of an indemnified party (other than ceasing use of the Service), then such settlement shall require the indemnified party's prior written consent, which consent will not be unreasonably withheld; and (b) the indemnified party shall provide prompt written notice of such claim and reasonably cooperates with indemnifying party (at indemnifying party's expense) in the defense or settlement of such Claim.

10.4 If, in the event of an indemnifiable infringement claim as set forth in Section 11.1 above, the Service is held to infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party, or in Emburse's opinion is likely to infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party, then, in addition to its obligations set forth in Section 11.1 above, Emburse shall, at its option and in its sole discretion, either: (a) procure for Customer the right to continue using the Service in accordance with its rights under the Agreement; (b) replace or modify the Service with a substantially equivalent service that does not infringe any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party; or (c) if Emburse is unable to provide one of the foregoing remedies under reasonable terms, or otherwise determines that such remedies are or become economically impractical, then Emburse may terminate the Agreement by providing written notice thereof to Customer, without further obligation by either party, except that (x) Customer shall be entitled to, and Emburse shall pay Customer, a refund equal to the pro-rata amount of any unused pre-paid fees for the Service paid by Customer as of the effective date of such termination; and (y) Emburse's indemnity obligations under Section 11.1 above apply.

11. Confidentiality

11.1 During the Term of this Agreement, each party may have access to certain Confidential Information of the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information means any information: (a) marked or otherwise identified as confidential at the time of disclosure; or (b) that a reasonable person would understand to be confidential based on the type of information or the circumstances of its disclosure. With respect to Emburse, Confidential Information shall include, without limitation, the Service and the Documentation and Confidential Information of Customer shall include, without limitation, the Customer Data.

11.2 During the Term (as defined in Section 13.1 below) and for three (3) years thereafter, the receiving party hereunder shall not use or otherwise disclose any Confidential Information of the disclosing party to a third party without the prior written consent of the disclosing party, except that: (i) the receiving party may disclose the Confidential Information of the disclosing party to its third party advisers (e.g., auditors or attorneys) who have need to know such Confidential Information in performing services on the receiving party's behalf and under terms consistent with the confidentiality and non-use in the Agreement; and (ii) Emburse may use or disclose such information solely as required to provide the Service or as otherwise authorized by Customer. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of the Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this Section 12 shall not apply to any information of the disclosing party that: (a) is or becomes a part of the public domain through no wrongful act of the receiving party; (b) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (c) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

11.3 In the event of a breach of this Section, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party will be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to seek temporary, preliminary and permanent injunctive relief against the breaching party without posting bond, in addition to such other rights and remedies to which it may be entitled at law or in equity.

12. Term and Termination.

12.1 This Agreement will commence on the Effective Date and will continue for the Subscription Term. Except as otherwise set forth in an Order Form, after the Subscription Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination at least ninety (90) days before the desired effective date of such termination. The Subscription Term and each Renewal Term shall collectively be referred to as the "Term."

12.2 Either party may terminate the Agreement as follows: (a) upon thirty (30) days written notice of the other party's material breach unless the breach is cured within such 30-day period; or (b) as permitted under Sections insert warranty and indemnity term rights).

12.3 Upon termination of the Agreement: (a) except for termination by Customer for material breach by Emburse, any amounts owed to Emburse under the Agreement will become immediately due and owing; (b) all rights granted to Customer under the Agreement shall immediately terminate, in which case Emburse may invalidate the passwords and/or other user identification for Customer and its Authorized Users and otherwise deny further access to the Service; (c) upon Emburse's request made within thirty (30) days after such termination, Customer will return or destroy all Emburse Property that is in its possession or control; and (d) upon Customer's request made within thirty (30) days after such termination, Emburse will (i) allow Customer access to the Service for the purpose of retrieving Customer Data for a period not to exceed thirty (30) days, or (ii) subject to applicable fees, provide Customer with a copy of all Customer Data that is in its possession or control, provided that Customer has paid all fees due under the Agreement and all Order Forms hereunder. After such thirty (30)-day period, each party may destroy any such information of the other party in its possession or control. Termination of the Agreement shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination (including any claim for fees accrued or payable to Emburse prior to the effective date of termination), and the applicable provisions of the Agreement shall continue to apply to such claim until it is resolved. The terms of Sections 2, 3, 7.4, 8, 9, 12.3, and 13 of these Terms and Conditions shall survive the termination of the Agreement for any reason.

13. General.

13.1 Relationship of the Parties; Independent Contractors. In making and performing under the Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, except as otherwise expressly provided in the Agreement. Emburse's personnel shall not be considered employees of Customer, and shall not be entitled to participate in, or receive benefits under, any of Customer's employee benefit or welfare plans.

13.2 Assignment. The Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either party may assign its rights and obligations under the Agreement, in whole but not in part, without the other party's permission, in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the assignor under the Agreement; and (c) agrees to be bound by the terms and conditions of the Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

13.3 Notices. Notices shall be in writing and will be deemed given when delivered in person, or when sent via electronic communication with confirmation or overnight courier with confirmed delivery, with a copy to legaldept@emburse.com. The respective addresses of the parties for notice are set forth on the Order Form. Either party may change its notice address upon written notice to the other party.

13.4 Waiver and Severability. A waiver of any breach of the Agreement is not deemed a waiver of any other breach. If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.5 Emburse Contracting Entity; Governing Law and Venue. Any action related to this Agreement shall be governed by and construed in accordance with the applicable law identified below (without reference to its principals of conflict of laws), as determined by Customer's domicile. The parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, the jurisdiction identified below.

If Customer is domiciled in:	**The governing law is:**	**The courts having exclusive jurisdiction are:**
Australia	Australia	Australia
If Customer is domiciled in:	**The governing law is:**	**The courts having exclusive jurisdiction are:**
A country in Asia or the Pacific region, other than Japan	Singapore	Singapore
North, Central or South America or the Caribbean	California and controlling United States federal law	Los Angeles, California, U.S.A.

Europe, other than Ireland and the UK	Germany	Germany
Ireland, UK, the Middle East or Africa	England and Wales	England
Japan	Japan	Tokyo, Japan

13.6 Export Compliance. Emburse Confidential Information is subject to export control laws of various countries, including the laws of the United States. Customer will not submit Emburse Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Emburse Confidential Information to countries, persons, or entities if prohibited by export laws.

13.7 Force Majeure. If a party's performance of any of its obligations (other than payment of Fees) pursuant to the Agreement is delayed or prevented by fire, flood, earthquake, extreme adverse weather, strike, civil disorders, government or military authority, act or war or terrorism, act of God, or other causes beyond its reasonable control (each, a "Force Majeure Event"), then such party shall be excused for such delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues. Such party shall use commercially reasonable efforts to recommence performance as soon as reasonably practicable.

13.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Emburse and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representation, discussions, and writing (including any confidentiality agreements) are merged in and superseded by the Agreement. This Agreement may only be modified in writing signed by both parties, except as permitted under Section 5.1.

13.9 Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together as one instrument. Electronic signatures that comply with applicable law are deemed original signatures.

14. Definitions.

In addition to those terms defined elsewhere in the Agreement, the following words and phrases in initial capital letters shall have the meanings set forth below:

14.1 "Affiliate" means each legal entity that directly or indirectly controls, is controlled by, or is under common control with the undersigned customer on or after the Effective Date and for so long as such entity directly or indirectly controls, remains controlled by, or is under common control with the undersigned customer (where "controls" (in its various forms herein) means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership), excluding any direct competitor or entity that is a party to a written agreement with Emburse for the same Service(s) that are the subject of the Agreement.

14.2 "Agreement" means these Terms and Conditions together with any exhibits attached hereto, the Documentation, and each Order Form.

14.3 "Authorized User" means any individual to whom Customer or its Affiliates grants access authorization to use the Service, including without limitation an employee, agent, contractor, partner, shareholder, or representative.

14.4 "Content" means all content, excluding Customer Data, located on or contained in the Emburse website, or any other website owned or controlled by Emburse, and any information, documents, reports, benchmarks or similar items contained in or made available to Customer in the course of using the Service, other than the Service itself or Customer Data.

14.5 "Customer" means the legal entity identified in the Order Form.

14.6 "Customer Data" means any content, materials, data, and information specific to Customer or its Authorized Users that is entered into the Service by or on behalf of Customer or that Customer derives from its use of and stores in the Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Emburse's Confidential Information.

14.7 "Documentation" means the materials provided to Customer describing the functionality, use, and operation of the Service, including without limitation online materials, specifications or forms.

14.8 "Malicious Code" means code, files, scripts, agents, or programs intended to do harm, including for example, viruses, worms, time bombs, and Trojan horses.

14.9 "Order Form" means the ordering document for the Service that references these Terms and Conditions.

14.10 "Password" means the unique password assigned to each Authorized User for access to the Service.

14.11 "Service" means any subscription-based, hosted, supported and operated on-demand solution provided by Emburse under an Order Form and described in the Documentation.

14.12 "Subscription Term" means the term of a Service subscription identified in the applicable Order Form, including all renewals (if applicable).

14.13 "Usage Metrics" means the standard of measurement for determining the permitted use and calculating the fees due for the Service as set forth in an Order Form.

14.14 "User ID" means the unique credentials created and assigned to each Authorized User for the purpose of accessing and utilizing the Service in accordance with the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

______________________________	**EMBURSE**
CUSTOMER	
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Name	Name
______________________________	______________________________
Title	Title
Date: ____________________	Date: ____________________

CHROMERIVER
by emburse

Chrome River Your Way – a personalized approach to configuration and change management

EMBURSE SOLUTION ADMINISTRATOR

Even with a highly rated support organization and customer success management team to help leverage all the benefits of the Chrome River solutions, we recognize an additional need for administrative and configuration assistance. Chrome River partners with you for long-term success and provides a superior customer journey. That journey just got better with Emburse Solution Administrator.

The Emburse Solution Administrator service package is available for EXPENSE and INVOICE customers. It leverages our team of Emburse Solution Administrators (ESA's) who are familiar with your business requirements to provide additional consulting, optimize your configuration, drive new feature adoption, and administer your system through back-end configuration changes for your deployed user population. This offering will also include priority support, case management prioritization and additional assistance with validation scenarios to significantly reduce testing time.

Create Efficiency

Your team's time is valuable. Let our team of Emburse Solution Administrators (ESA's) administer your solution to eliminate manual, time consuming tasks and maximize the efficiency of Chrome River EXPENSE and INVOICE.

Drive Insight

With the ability to receive personalized hands-on assistance within the customer self-service administration screens your teams will be empowered to make changes and drive insights to make data driven decisions in real time.

Increase Agility

Ongoing configuration changes at the highest level enables your organization to continuously scale and provide a solution that grows with your needs.

It's highly customizable—we give the requirements and Chrome River designs around us. What I really appreciate is the fast turnaround between a request and the deliverable. Plus the ease of opening a ticket—it's just an email—nothing complicated. And help is a phone call away—I like being able to speak with someone—when something is more than I want to put in an email.

AN INDUSTRY-LEADING FORTUNE 500 COMPANY

Priority Support, Customer Success Management and Administration

Custom Configuration

Our team of Emburse Solution Administrators (ESA's) will optimize your configuration, and make the necessary adjustments as your business requirements change to let business flow and enhance the user experience.

Personalized Support

Get the prioritized support you deserve, when you need it, with our designated support experts who are familiar with your business requirements.

Customer Success

As your business evolves, stay in sync by setting up additional personalized business reviews with a dedicated customer success manager.

Case Management

Enjoy case prioritization and additional assistance with validation.

About Chrome River

Chrome River provides expense and invoice automation solutions that let business flow for more than 1,000 organizations worldwide. Chrome River's commitment to delivering a superior customer journey by creating long-term value for its customers, makes it a preferred choice of CFOs, CIOs, AP teams, travel managers and business travelers.

Itemized Hotel and Car Folios Expensed at the Touch of a Button

Chrome River
FOLIO

As part of Chrome River EXPENSE, Chrome River FOLIO is an efficient time-saving solution that automatically itemizes entries from your hotel and car receipts. All you need to do is forward your emailed bills to Chrome River upon checkout and let the system do its thing. Chrome River FOLIO scans the the folio and extracts transaction and vendor information, automatically imports the information to your expenses, and structures and categorizes the data to create individual line items such as hotel, tax, room service, and Wi-Fi. For car rentals, line items like car fee, tax, and car options are captured.

Once the expense line items are established, you can individually allocate each item according to your company's general ledger rules. Chrome River FOLIO is intuitive as well – it's equipped to read plain text emails, HTML emails, and PDF receipts. Its library of templates covers approximately 50,000 hotels and rental agencies worldwide, and if any hotel or car folio cannot automatically be mapped, the template will be added to the library.

Save Time

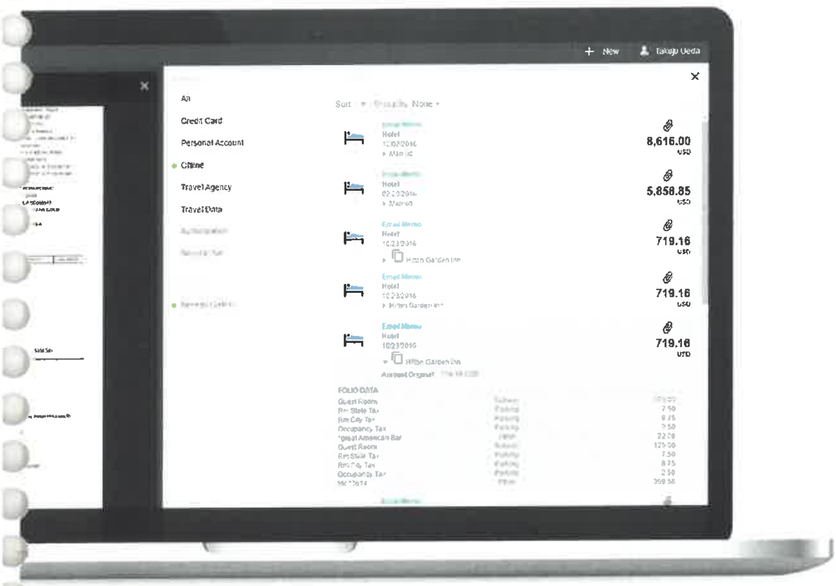
Business travelers no longer have to manually break down their master receipt to enter each line item charge individually. Instead of gathering up, reviewing and then entering data from hotel and car receipts at the end of the month, users can quickly submit a folio as they receive them.

Increase Accuracy

The data structuring and creation of line items that Chrome River FOLIO off ers eliminates the chances for human error. Users no longer have to pore over receipts, double-checking they have not misread entries on their expense report. Fewer inaccurate expense reports being submitted also results in fewer delayed reimbursements.

Provide Convenience

Business travelers are always on the go and Chrome River makes it easy to build, edit and submit expense reports from anywhere. Chrome River FOLIO works on any mobile device as easily as it works on laptops and desktops. As a web application, Chrome River allows users to experience a consistent and intuitive interface across devices.



Simplified Expense Report Entry

Automatic Data Extraction

Automatic data extraction creates an itemized line item ready for expense without having to manually key in data, saving time and eliminating errors.

Expanded Support

Chrome River FOLIO supports receipts from thousands of hotels and rental companies around the world including major chains, boutique properties, as well as rental car agencies of your choice.

Line Item Creation

Chrome River FOLIO extracts all individual line items, structures it, and creates line item expenses, which can then be individually allocated according to an organization's GL rules.

Global Support

Chrome River FOLIO works with any currency and currently supports all major Western European languages, with more in development.

About Chrome River

Chrome River provides expense and invoice automation solutions that let business flow for more than 1,000 organizations worldwide. Chrome River's commitment to delivering a superior customer journey by creating long-term value for its customers, makes it a preferred choice of CFOs, CIOs, AP teams, travel managers and business travelers.

CHROME RIVER by emburse

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