



Trintech, Inc. 5600 Granite Parkway #10000 Plano, Texas 75204

ADRA SERVICE AGREEMENT

This Service Agreement ("**Agreement**") for use of Trintech's Adra Service by and between Trintech, Inc. ("**Trintech**") and the **DuPage County Treasurer ("Subscriber")** is made effective as of **November 6, 2025** (the "**Effective Date**"). The Parties agree and acknowledge Subscriber's use of and Trintech's provision of Services will be governed by this Agreement. Trintech and Subscriber may herein be referred to as a "Party" individually, or collectively as the "Parties".

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. "**Agreement**" means, collectively, these Services Terms and any other document referenced by URL or otherwise incorporated by reference herein.
- 1.2. "**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by Trintech from time to time, in the form generally made available by Trintech, regarding the use of the Services.
- 1.3. "**Governing Law**" means the governing law determined by **Section 11.2** herein.
- 1.4. "**Intellectual Property**" means any and all intellectual property rights, recognized in any jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities routines, operation of systems, and training methodology and materials, which Trintech has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in.
- 1.5. "**Order**" means any document(s), including orders and change orders, executed by the Parties which incorporates by reference this Agreement and describes Subscriber's order-specific information, such as description of Services ordered, license scope, use and restrictions, and fees and milestones.
- 1.6. "**Personal Data**" means any information that identifies an individual or household, including without limitation: name, address, telephone number, online identifier, social security number, drivers' license number, account number, location data, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 1.7. "**Service(s)**" means collectively Trintech's Adra service, as such service is updated from time to time on a "software-as-a-service" basis, other Trintech services, and any related professional services purchased by Subscriber, as provided in an Order.
- 1.8. "**Special Data**" means a subset of Personal Data that can immediately or in combination with co-located identification data be used to:
 - (i) commit identification theft or fraud or
 - (ii) expose patient conditions or diagnoses,
 including but not limited to government identification number, biometric data, genetic data, diagnoses, and medical conditions or treatment, social security numbers, drivers' license numbers, passport numbers, taxpayer IDs, financial account numbers or payment card numbers (and including any username, password, or PIN used to access any of the foregoing).
- 1.9. "**Subscriber Data**" means all information and data in electronic form or otherwise submitted by Subscriber or its Users through the use of the Services, including Personal Data.
- 1.10. "**User**" means those named employees, contractors, and third-party end users of Subscriber authorized to use the Services in accordance with this Agreement and as specified in the applicable Order.

2. THE SERVICES.

- 2.1. **Use of the Services.** Subscriber may access and use the Services pursuant to the terms of any active Order. Use of the Services is governed by this Agreement and the all exhibits hereto, including **Exhibit A**, Acceptable Use Policy, **Exhibit B**, Service Level Addendum, **Exhibit C**, Security Addendum, and **Exhibit D**, the Data Protection Addendum, as applicable.
- 2.2. **Documentation.** Subscriber may reproduce and use the Documentation solely as necessary to support Users' use of the Services.
- 2.3. **License to Output Reports.** Trintech hereby grants to Subscriber a non-exclusive, non-assignable (except to a successor-in-interest), perpetual, non-revocable license to use the output reports produced by the Services that Subscriber initiates within the Services solely for internal business uses.
- 2.4. **Services Revisions.** Trintech may revise Services features and functions at any time, and reserves the right to discontinue, add, and substitute functionally equivalent features in the event of Service unavailability, end-of-life, or changes to Service requirements. Trintech will notify Subscriber of any material change to the Services and will not remove core functionality.

3. FEES AND PAYMENT.

- 3.1. **Service Fees.** All fees will be invoiced by, and directly payable to Trintech in accordance with the applicable Order. Trintech will invoice electronically in arrears or as otherwise stated in the Order. Subscriber will remit payments by ACH or other agreed electronic method. To the extent Subscriber is a unit of local government in Illinois, undisputed, properly submitted invoices will be paid in



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accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Any late payment interest, if applicable, will accrue solely as permitted by that Act. Subscriber may withhold payment of a disputed portion of an invoice by providing written notice of the dispute and a brief explanation of the basis within ten (10) days of invoice receipt (or such other period as the Act allows). The Parties will work in good faith to resolve disputes promptly, and Subscriber will pay any undisputed portion when due. Except as expressly permitted by law, amounts due under this Agreement are not subject to setoff or deduction. Prices are exclusive of applicable taxes; Subscriber is responsible for any required taxes (if exempt, Subscriber will provide a valid exemption certificate). Subject to the Act and any applicable cure processes, Trintech may suspend Services for invoices that remain unpaid beyond the statutory payment timeframe, after providing at least ten (10) days' prior written notice identifying the overdue amount.

- 3.2. **Suspension; Late Payments.** Invoices may be subject to monthly interest charges on any outstanding balance, or the maximum permitted by Governing Law, whichever is less. In addition to any other remedies in this Agreement, Trintech may suspend access to the Services upon providing 30 days' written notice to Subscriber if Subscriber is more than 60 days late in payment for all undisputed amounts. Trintech is not responsible for the retention and maintenance of Subscriber Data in the event Subscriber is more than 60 days late in payment.
- 3.3. **Taxes.** Amounts due under this Agreement and any Order are payable to Trintech without deduction or setoff and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If Governing Law requires withholding or deduction of taxes or duties, Subscriber will separately pay Trintech the withheld or deducted amount. Subscriber will not be responsible for any taxes based on Trintech's net income.

4. SUBSCRIBER DATA.

- 4.1. **Subscriber Data.** Subscriber is solely responsible for the legality, accuracy and integrity of Subscriber Data, including obtaining all necessary consents. Trintech does not provide financial, accounting, or legal advice as part of the Services.
- 4.2. **Use of Subscriber Data.** Trintech will not access or use Subscriber Data except as needed to provide the Services, and will not share it with third parties without Subscriber's prior written consent, except for subcontractors bound by appropriate confidentiality obligations. Trintech may disclose Subscriber Data if required by law or governmental authority, but will promptly notify Subscriber and reasonably cooperate, at Subscriber's expense, in seeking to limit or contest such disclosure.
- 4.3. **Acceptable Use Policy.** Subscriber will follow the Acceptable Use Policy ("AUP") attached hereto as **Exhibit A**. Trintech is not responsible for data uploaded in violation of the AUP, and if Subscriber violates the AUP, Trintech will have no liability to Subscriber or any other third party for any cost, loss, liability, damage or expense caused by, arising from, or relating to Subscriber's failure to comply with the AUP.
- 4.4. **Usage Statistics.** Trintech may use anonymized and de-identified aggregate customer performance statistics, provided that no individual or entity can be identified either directly or indirectly.

5. SUBSCRIBER'S RESPONSIBILITIES AND RESTRICTIONS.

- 5.1. **Security.** Subscriber will not (a) attempt to breach the security of the Services or any systems, data, or networks directly or indirectly connected to the Services, or (b) use the Services to distribute any software or tools intended to disrupt, harm, or compromise the security, privacy, or operations of Trintech, its customers, or third parties. Subscriber will comply with the user authentication requirements for use of the Services. Subscriber is solely responsible for monitoring its Users' access and use of the Services. Trintech has no obligation to verify the identity of any person who gains access to the Services by means of an access ID. Failure by any User to comply with the Agreement will be a material breach by Subscriber, and Trintech will not be liable for any damages incurred by Subscriber or any third party resulting from such breach. Subscriber must provide notice to Trintech and immediately take all necessary steps to affect the termination of an access ID for any User if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. Subscriber will take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting its passwords and other log-in information. Subscriber will notify Trintech immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop said breach.
- 5.2. **No Liability for Subscriber's Procedures.** Trintech does not verify Subscriber's procedures nor whether the procedures meet legal or regulatory standards. Subscriber expressly waives all claims and holds Trintech harmless for the implementation of Subscriber's procedures.
- 5.3. **Compliance with Laws.** Each Party will abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the use or provision of the Services, including those related to data privacy, international communications and the transmission of technical data.



6. OWNERSHIP.

- 6.1. **Trintech Ownership.** Trintech retains all right, title, and interest in and to the Services and any Trintech Intellectual Property and Confidential Information, including without limitation all software used to provide the Services and all graphics, user interfaces, logos, and trademarks reproduced through the Services. This Agreement does not grant Subscriber any Intellectual Property license or other rights in or to the Services, or any of its components, or other Trintech Intellectual Property and Confidential Information.
- 6.2. **Subscriber Ownership.** Subscriber retains all right, title, and interest in and to the Subscriber Data, Subscriber Intellectual Property, and Subscriber Confidential Information. This Agreement does not grant Trintech any Intellectual Property license or rights in or to the Subscriber Data, the Subscriber Intellectual Property and Confidential Information.
- 6.3. **Feedback.** "Feedback" means any suggestion or idea for improving or otherwise modifying any of Trintech's Services. Nothing in this Agreement or related to this Agreement will restrict Trintech's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, provided by Subscriber or the Users. Notwithstanding the provisions of **Section 7, Confidentiality** below, Feedback will not be considered Confidential Information.

7. CONFIDENTIALITY.

- 7.1. **Definition. "Confidential Information"** is information including, but not limited to, technical information, information about product plans, strategies, promotions, customers and related technical, financial or business information, and all Intellectual Property the disclosing Party (the "**Disclosing Party**") considers to be confidential, including any information of the Disclosing Party's third-party contractors, licensors or suppliers. Confidential Information will be (a) written information received from the Disclosing Party which is marked or identified as confidential; or (b) oral or visual (or other non-tangible format) information identified as confidential at the time of disclosure which is summarized in writing to the receiving Party (the "**Receiving Party**") promptly after such disclosure; or (c) information which a reasonable person under the circumstances would know the Disclosing Party intended to be treated as Confidential Information. The Trintech Services, the Documentation, all usernames and passwords to the Services, and any documentation, release notes, collateral materials, operating instructions and information related to system performance provided by Trintech will be considered Confidential Information of Trintech, regardless of whether it has been designated as such. Subscriber Data will be considered Confidential Information of Subscriber, regardless of whether it has been designated as such.
- 7.2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) to protect the Confidential Information of the Disclosing Party. The Receiving Party will (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its, and its affiliates', employees, consultants, contractors and agents who need such access for purposes consistent with permitted use of such Confidential Information and who have obligations of confidentiality with the Receiving Party containing protections of the Disclosing Party's Confidential Information no less stringent than those provided herein. In addition, Subscriber shall not provide any information regarding Trintech Services or any other Confidential Information of Trintech to any competitor of Trintech or other entity that provides similar products or services. Each Party will be responsible for the actions of its affiliates and their respective employees, consultants, contractors and agents in violation of this Section 7.0.
- 7.3. **Exceptions.** The confidentiality obligations herein will not extend to information that: (a) was already known by or available to the Receiving Party without obligation of confidentiality prior to disclosure under this Agreement; (b) is or becomes publicly known without breach by the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (d) is independently developed or learned by the Receiving Party without use of the Disclosing Party's Confidential Information; (e) is disclosed by the Receiving Party with the Disclosing Party's prior written approval, or (f) is required to be disclosed pursuant to a lawful order of a governmental authority, or by Governing Law, so long as the Receiving Party provides the Disclosing Party with timely prior notice of such requirement and provided that such information will remain confidential for all other purposes under this Agreement.
- 7.4. **Special Data.** The parties acknowledge that Subscriber may provide to Trintech financial account numbers ("Authorized Special Data") and Personal Data that is not considered Special Data, such as names and contact information in connection with Subscriber's use of the Services that may not be anonymized, encrypted or masked. In no event will Subscriber provide any other Special Data unless first anonymized, encrypted, or masked such that no specific individual can be identified ("Unauthorized Special Data"). SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH REMOVAL OF IDENTIFIABLE SPECIAL DATA FROM THE SERVICES OR WITH ANY SECURITY INCIDENT INVOLVING ANY UNAUTHORIZED SPECIAL DATA. NOTWITHSTANDING



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ANYTHING TO THE CONTRARY, TRINTECH WILL HAVE NO LIABILITY TO SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY COST, LOSS, LIABILITY, DAMAGE OR EXPENSE CAUSED BY, ARISING FROM, OR RELATING TO SUBSCRIBER'S FAILURE TO COMPLY WITH THIS SECTION 7.4.

- 7.5. **Period of Obligation.** The Receiving Party's obligation of confidentiality will be for a period of five (5) years after the date of disclosure or the termination of this Agreement, whichever is longer, provided, however, that the Receiving Party's obligation of confidentiality with respect to the Intellectual Property of the Disclosing Party will continue indefinitely.
- 7.6. **Remedies.** Each Party acknowledges that a Disclosing Party will suffer irreparable damage in the event of any material breach of the provisions of this **Section 7**. Accordingly, in such event, a Disclosing Party will be entitled to injunctive relief, as well as any other applicable remedies at law or in equity, against the Party who has breached or threatened to breach this **Section 7**.
- 7.7. **Ownership.** Each Party will retain ownership of its Confidential Information.
- 7.8. **Return.** Upon the termination of this Agreement or upon the written request of the Disclosing Party, the Receiving Party will destroy or return to the Disclosing Party all originals or copies of Confidential Information of the Disclosing Party and all derivatives thereof and, in the case of destruction, certify such destruction in writing.
- 7.9. **GDPR.** In the event that the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament ("GDPR") or other applicable privacy laws applicable to the processing of Subscriber's authorized Users' Personal Data hereunder, then the Data Protection Addendum attached as **Exhibit D** will apply to Subscriber's use of the Services.

8. WARRANTIES, WARRANTY DISCLAIMERS, AND INDEMNITIES.

- 8.1. **General Warranty.** Each Party hereby represents, warrants and covenants to the other Party that (a) such Party will comply in all material respects with all applicable laws; (b) such Party will use commercially reasonable virus detection software and procedures to minimize the risk of transmitting any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information (and Subscriber acknowledges that Trintech or its hosting service provider may remove any content that violates this **Section 8.1(b)**); (c) such Party has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (d) the making of this Agreement does not violate any agreement existing between such Party and any third party.
- 8.2. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN ACCORDANCE WITH RESTRICTIONS SET BY GOVERNING LAW AS PROVIDED HEREIN IN **SECTION 11.2**, TRINTECH MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE TRINTECH SERVICES OR ANYTHING ELSE, AND TRINTECH HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEROPERABILITY, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, TRINTECH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TRINTECH DOES NOT WARRANT THAT THE SERVICES WILL BE COMPATIBLE WITH FUTURE PRODUCTS OF TRINTECH OR FUTURE VERSIONS OF THIRD-PARTY PRODUCTS.
- 8.3. **Trintech Indemnity.** Trintech will defend or settle any third-party claim against Subscriber including the Subscriber's officials, officers and employees, arising out of or resulting from (i) the gross negligence or willful misconduct of Trintech; or (ii) allegations that the Trintech Software infringes a United States of America, United Kingdom, Switzerland, Australia, Canada, European Economic Area country or European Union member state patent, a copyright in a country that is a signatory to the Berne Convention, or a trademark, or misappropriates a trade secret, if Subscriber: (a) promptly notifies Trintech of the claim in writing; (b) cooperates fully with Trintech in the defense of the claim; and (c) grants Trintech sole control of the defense and settlement of the claim, subject to applicable Governing Law. Trintech will pay Trintech-negotiated settlement amounts and court-awarded damages. If such a claim appears likely, then Trintech may (i) modify the Trintech Software; (ii) procure any necessary license; or (iii) replace the Trintech Software with software that is at least functionally equivalent. If Trintech determines that none of these alternatives is reasonably available, then Trintech will provide Subscriber with a refund equal to the Services fees prepaid by Subscriber. Notwithstanding the foregoing, Trintech has no obligation for any claim of infringement arising from: (A) Trintech's compliance with designs, specifications, instructions or technical information of Subscriber or a third party on behalf of Subscriber; (B) modifications made by Subscriber or a third party on behalf of Subscriber; (C) Subscriber's non-compliance with the Documentation; or (D) Subscriber's use of the Services with products or services that are not (1) supplied by Trintech or (2) referenced in the Documentation. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE REMEDIES SET FORTH IN THIS SECTION 8.3 ARE THE PRIMARY CONTRACTUAL REMEDIES AVAILABLE TO SUBSCRIBER FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT COVERED BY THIS SECTION. NOTHING HEREIN LIMITS OR WAIVES SUBSCRIBER'S DEFENSES OR IMMUNITIES UNDER THE ILLINOIS LOCAL GOVERNMENT AND GOVERNMENTAL EMPLOYEES TORT IMMUNITY ACT, 745 ILCS 10/1 ET SEQ.



- 8.4. **Subscriber Indemnity.** To the extent permitted by applicable law and subject to available appropriations, Subscriber will indemnify and hold harmless Trintech from and against third-party claims arising out of or resulting from (a) Subscriber's misuse of the Services in violation of the Agreement, including any unauthorized disclosure or use of the Trintech Products or any Intellectual Property thereto; (b) the gross negligence or willful misconduct of Subscriber; or (c) Subscriber's failure to adhere to the **Section 4.3, Acceptable Use Policy; Special Data Exception** or **Section 7.9, GDPR**, in each case only to the extent caused by Subscriber, provided that Trintech (i) promptly notifies Subscriber of the claim in writing; (ii) provide reasonable cooperation and information at Subscriber's request and expense. Subscriber's indemnity obligation is limited to finally awarded damages and reasonable attorneys' fee and costs, or settlements to which Subscriber consents in writing. No settlement will (A) admit fault by Trintech, (B) impose non-monetary obligations on Trintech or (C) fail to include a full release of Trintech, without Trintech's prior written consent (not to be unreasonably withheld). Subscriber will be responsible for any Subscriber-approved settlement payments and court-awarded damages and reasonable fees attributable to a covered claim, but will not be obligated to pay fines or penalties, or any amounts not permitted by law. Nothing in this Agreement waives or limits Subscriber's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other applicable law. **Indemnification Procedure.** Neither Party, absent the written consent of the indemnified Party (which will not be unreasonably withheld), will consent to the entry of any judgment or the imposition of any fine or penalty or enter into any settlement that: (A) provides for admission of liability on the part of the indemnified Party, or any relief against the indemnified Party other than the payment of monetary damages for which the indemnifying Party will be solely liable; or (B) does not release the indemnified Party from all liability in respect thereof.

9. LIMITATION OF LIABILITY.

- 9.1. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTION 9.4, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID OR PAYABLE BY SUBSCRIBER FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) US\$100,000. ALL AMOUNTS PAYABLE BY SUBSCRIBER ARE SUBJECT TO AVAILABLE APPROPRIATIONS..
- 9.2. **Disclaimer of Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, WHETHER OR NOT FORESEEABLE AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES RENDERED BY TRINTECH HEREUNDER, INCLUDING ACCESS TO THE SERVICES, MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS OUTSIDE THE CONTROL OF TRINTECH BUT INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND REMOTE COMPUTING SERVICES. TRINTECH IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM DELAYS, DELIVERY FAILURES OR OTHER SIMILAR PROBLEMS OUTSIDE OF TRINTECH'S CONTROL.
- 9.3. **Failure of Essential Purpose, Etc.** THE LIMITATIONS SPECIFIED IN THIS SECTION ERROR! REFERENCE SOURCE NOT FOUND. WILL SURVIVE AND APPLY (A) EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND (B) WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, PRODUCT LIABILITY, ANY OTHER CONTRACT OR TORT CLAIM, OR OTHERWISE.
- 9.4. **Carve-Outs.** Notwithstanding Sections 9.1 and 9.2, the limitations and exclusions do not apply to: (a) a Party's breach of its confidentiality obligations; (b) a Party's infringement or misappropriation of the other Party's intellectual property rights; (c) a Party's gross negligence or willful misconduct to the extent liability for such acts cannot be limited under applicable law; or (d) Subscriber's payment obligations for undisputed Fees due for Services actually provided (subject to available appropriations). Nothing in this Agreement waives or limits Subscriber's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other applicable law, and Subscriber does not agree to punitive damages or fines/penalties except to the extent required by law or ordered by a court of competent jurisdiction.

10. TERM & TERMINATION.

- 10.1. **Agreement Term.** The term of this Agreement (the "Term") will commence upon the earlier of provision of Services to Subscriber or the execution of an Order between the Parties and will continue until the expiration or termination of all such Orders.
- 10.2. **Termination for Cause.** If either Party defaults in the performance of any of its material obligations hereunder, such defaulting Party



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will use its reasonable efforts to correct such default within thirty (30) days (provided however that payment defaults will have a ten (10) day cure period) (or such additional time as the Parties may agree) after written notice thereof from the other Party. If any such default cannot be, or is not, corrected within such thirty (30) day period, then the non-defaulting Party will have the right, in addition to any other remedies it may have, to terminate any Order and this Agreement by giving written notice to the Party in default.

- 10.3. **Termination for Insolvency.** If either Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned for the benefit of creditors, the other Party may terminate this Agreement without notice and may cancel any unfilled obligations.
- 10.4. **Effects of Termination.** Except as expressly set forth in this **Section 10**, all rights granted to Subscriber hereunder will immediately terminate upon termination or expiration of any Order. Unless otherwise agreed to between the Parties, Trintech will provide a copy of Subscriber's Data to Subscriber in an electronically readable format within thirty (30) days of termination provided that Subscriber has paid all monies due. Trintech will have no obligation to keep the Subscriber Data thereafter.
- 10.5. **Survival.** Notwithstanding any other provision of this Agreement, **Sections 1.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, and 11.0**, and all rights and obligations thereunder, will survive the termination of this Agreement and will continue in perpetuity, unless such provisions expire or terminate by their terms.

11. MISCELLANEOUS.

- 11.1. **Independent Contractors.** The Parties are independent contractors. Nothing contained herein or done pursuant to this Agreement will constitute either Party acting as the agent of the other Party for any purpose or in any sense whatsoever, or constitute the Parties as partners or joint venturers. Neither Party has any authority whatsoever to bind the other Party or make any representations on behalf of the other Party.
- 11.2. **Governing Law.** Disputes under this Agreement will be governed by the laws of the State of Illinois. Each Party consents to the jurisdiction and venue of the State and Federal Courts for the county of DuPage, Illinois, and each party hereby waives any objections to the jurisdiction and venue of such courts; provided, however, an action for injunctive relief may be filed in a jurisdiction where the actions or Party to be enjoined is located. The Parties hereby exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.
- 11.3. **Notices.** All notices, requests, demands, waivers, and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given: (a) when delivered by hand or confirmed facsimile transmission; (b) when delivered by electronic mail, provided that a copy of such notice, request, demand, waiver, or other communication is sent on the same day as the date of the electronic mail transmission by one of the other methods specified in this **Section 10.3, Notices**; (c) one business day after deposit with a reputable overnight delivery service; or (d) three days after being mailed by certified or registered mail, return receipt requested, with postage prepaid, to the address set forth below.

If to Trintech

Trintech, Inc.

5600 Granite Pkwy Suite 10000

Plano, TX 75024

Attn: Legal

Email: legal@trintech.com

If to Subscriber

DuPage County Treasurer

421N. County Farm Road

Wheaton, IL 60187

Attn: Eileen Roberts

Email: eileen.roberts@dupagecounty.gov

With a copy sent to:

Trintech, Inc.

DuPage County Information Technology



trintech.com

5600 Granite Pkwy Suite 10000

421 N. County Farm Road

Plano, TX 75024

Wheaton, IL 60187

Attn: Finance

Attn: Roy Clancy

Email: finance@trintech.com

Email: roy.clancy@dupagecounty.gov

11.4. **Insurance.** Trintech shall maintain during the Term of this Agreement, and at its sole expense, insurance up to at least the following limits:

- (a) Commercial (Comprehensive) General Liability - \$2,000,000 aggregate,
- (b) Automobile Liability - \$1,000,000 for any one occurrence of death, bodily injury and/or property damage,
- (c) Professional Liability - \$2,000,000 aggregate and \$1,000,000 per incident,
- (d) Workers Compensation - applicable statutory limits,
- (e) Excess/umbrella liability - \$1,000,000,
- (f) Employer's Liability- \$1,000,000 each accident or injury and \$1,000,000 for each employee/disease.

Trintech will include Subscriber as an additional insured solely with respect to the Commercial General Liability required under Section 11.4(a) and 11.4(e). Additional insured status is not applicable to Workers' Compensation/Employer's Liability or to professional/technology errors & omissions, cyber/privacy liability, or crime policies. For claims-made coverages required under Section 11.4(c) (including technology errors & omissions and/or cyber/privacy liability), Trintech will maintain continuous coverage throughout the Term and either (i) a retroactive date no later than the Effective Date, or (ii) an extended reporting period ("tail") of at least twelve (12) months following termination, subject to market availability. Certificates of insurance evidencing the required coverages will be provided at execution and upon reasonable written request. Certificates of insurance demonstrating the required insurance will be provided at execution of this Agreement and upon reasonable request of Subscriber.

- 11.5. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 11.6. **Assignment.** Except where the assignment is to (i) an Affiliate; (ii) a purchaser of all or substantially all of such party's assets; or (iii) to any successor by way of merger, consolidation or similar transaction, neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld. Any other attempted assignment without the consent of the other Party will be considered void and of no effect.
- 11.7. **Severability.** To the extent permitted by Governing Law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by Governing Law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.8. **No Waiver.** The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 11.9. **Conflicts.** In the event of any conflict or inconsistencies between this Agreement including any exhibits hereto, or any Order, or other document, this Agreement will govern, including any exclusive remedies unless and to the extent expressly noted in an Order or other document, as executed by the Parties.
- 11.10. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party.
- 11.11. **Entire Agreement.** This Agreement and any Orders hereunder constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous versions and contemporaneous agreements and understandings, whether oral or written, between the Parties.

SIGNATURE PAGE TO FOLLOW

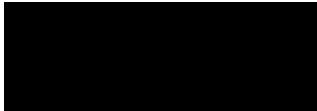


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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

TRINTECH INC.

DUPAGE COUNTY TREASURER



Name: Jesse Lajoye

Name: _____

Title: SVP, Global Sales

Title: _____

Date: 06 November 2025

Date: _____



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EXHIBIT A ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") forms part of the Adra Service Agreement ("Agreement") and applies to Subscriber's use of Trintech's Adra Service. Refer to the Adra Service Agreement ("Agreement") for any terms capitalized but not defined in this AUP. This AUP governs the Subscriber Data, and Subscriber's responsibilities for the Services. Please read this document carefully prior to use or download of any Adra Services.

1. CONTENT RESTRICTIONS OF THE SERVICE

Trintech does not monitor the content of communications or the data that Subscriber may transmit through the Services and will not be responsible for such. Subscriber will use the Services for authorized purposes only, and in accordance with all applicable laws, regulations, and Trintech requirements. Subscriber will not post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or, (c) otherwise violates any applicable law.

Trintech may remove any violating content or data posted or transmitted through the Services, without notice to Subscriber. Trintech may suspend or terminate any User's access to the Services upon notice in the event Trintech reasonably determines that such User has violated the terms and conditions of this AUP.

2. USE RESTRICTIONS OF THE SERVICE

During the Term, Subscriber will not (a) use the Services for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Services; (b) provide passwords or other log-in information of the Services to any third party; (c) share non-public features or content of the Services with any third party; (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functionality or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; or (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler.

In order to protect the security and safety of Trintech's cloud environment, Trintech may suspend Subscriber's access to the Services without notice upon reasonable belief that Subscriber is violating the content or use restrictions above, in addition to any other remedies Trintech may pursue by contract or by law.

Use of Robotic Process Automation ("RPA") Bots. Subscriber may use RPA bots to access the Service subject to the terms of this Agreement and the following conditions:

- i. Subscriber shall provide advance written notice to Trintech of any RPA bot usage and the RPA bot shall identify themselves using a special "User-Agent" HTTP header or "email address" where applicable;
- ii. Each Subscriber RPA bot accessing the Service shall be deemed a User under the Adra Service Agreement ("Agreement") and as specified in the applicable Order.
- (iii) Trintech does not support and disclaims all responsibility for Subscriber's use of RPA bots;
- iv. Subscriber shall provide feedback to Trintech concerning use of RPA bots where an API is not currently available through our Ideas Portal, <https://adra.ideas.aha.io/>, and only make use of the UI for RPA bots if an API is not available;
- v. Trintech reserves the right at its sole discretion and without advance notice to (a) throttle and/or deactivate RPA bot Users as a result of their impact on the performance of the Service; and/or (b) update the Service UI, with Trintech taking no responsibility for any impact on your usage of RPA bots as a result; and

Use of Trintech APIs. If Subscriber wish to access, or make use of, Trintech APIs, Subscriber may do so by following the documentation and requirements established in Trintech's Developer Portal available at <https://developer.adra.com/>. This Portal may be updated from time-to-time.

3. SERVICE USE LIMITS

Subscriber will comply with the use limits for the Services as provided in the tables below.

The tables below show the maximum usage limits permitted per each Subscriber's unique Balancer, Task Manager, Matcher, and Accounts engagements:

Type

S
i

ze per uploaded file

Max Limit
100 MB



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Number of legal entities	150
Number of accounts in a period	20,000
Number of transactions per account in an import	1,000
Number of transactions per file in an import	10,000
Number of account roles assigned to a unique user	4,000
Number of account roles on an account	20
Number of active extra fields on transactions	15
Frequency of auto import of balances*	12 times per 24 hours

** If only accounts with balance changes are imported and/or the number of accounts in the import is less than 500, more frequent imports are allowed after confirmation from Trintech.*

TASK MANAGER

Type	Max limit
Size per uploaded file	100 MB
Number of Task Templates in a single import file	5,000
Number of Extra Field values in a single import file	5,000
Total number of Task Templates in Library	5,000
Total number of Tasks on a single Task List	2,500
Total number of Task Lists copied simultaneously	SO Task Lists with max total of tasks in all 10,000 (200 per list in ex).
Total number of un-archived "List-Tasks" under "Tasks".	20,000
Number of open Tasks assigned to a single person	5,000
Total number of "Auto Recurring-Tasks" per month	1,000

MATCHER

Type	Max limit
Uploaded transactions per year across all reconciliation groups	100 million
Number of historic reconciled transaction in a single reconciliation group	10 million
Number of Extra Fields per Transaction	
Number of Transactions in a single import file	
Size per uploaded file	

Number of Legal
Entities Number of
Reconciliation Groups
Number of Accounts across all

15
100,000
50MB
150
1,000
3,000



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Number of Reconciliation Groups in a single Legal Entity	200
Number of Accounts in a reconciliation group	20
Number of Matching Rules per reconciliation group*	30
Total number of reconciliation rules across all reconciliation groups	20,000
Number of unmatched items in a reconciliation group to be reconciled at once*	150,000

**When using Many to one or Many to Many matching rules where one of the sources has the "Required number of transactions" option ticked off, the Service will try different combinations within the grouped parameters and dates. Depending on the number of transactions within the group/date parameters and the number of transactions set to match, the number of possible combinations should not exceed 5,000,000. For example, 250 items with the same date and reference where the number of transactions has been chosen as "3" has 2.5 million combinations. If matching rules are run that exceed 5,000,000 combinations, they may be restricted by the Service.*

**Note: Red values have not yet been officially tested as of now. However, PM/PO in agreement that Accounts should be able to handle these volumes based on previous experience, current customer usage and technical knowledge about the application.*

ACCOUNTS

Type	Max Limit
Uploaded transactions per year across all account groups (*1)	20 million
Uploaded transactions per year within a single account group (*1)	5 million
Number of historic reconciled transactions in a single account group (*1)	15 million
Number of Extra Fields per Transaction	10
Number of Transactions in a single import file	500,000
Size per uploaded file	100 MB
Number of Clients	150
Number of Account Groups	2000
Number of Accounts	5000
Number of Account Groups in a single Client	200
Number of Accounts in a reconciliation group	20
Visible transactions per page (*1)	50,000
Reconciliation rules per account group	30
Total number of reconciliation rules across all account groups	10,000
Number of reconciliation rules to be run at the same time in one go across all clients (*2)	1,000
Number of unmatched items in a reconciliation group to be reconciled at once	150,000



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**1 Max number of extrafields for this volume is 2 per transaction. Adding more is possible, but the Service may become slower when loading exceptions or matched items.*

**2 When using Many to one or Many to Many matching rules where one of the sources has the "Group Items" option ticked off, the software will try different combinations within the grouped parameters and dates. Depending on the number of transactions within the group/date parameters and the number of transactions that has been set to match, the number of possible combinations should not exceed 5,000,000. In example, 250 items with the same date and reference where the number of transactions has been chosen as "3" has 2.5 million combinations. If matching rules are run that exceed 5,000,000 combinations, they may be stopped by the system.*

ANALYTICS API

Type	Max Limit
Maximum amount of data synced per engagement per 24 hours	100 MB
Maximum API connections per 24 hours	8



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EXHIBIT B SERVICE LEVEL ADDENDUM

This Service Level Addendum forms part of the Adra Service Agreement ("Agreement") and applies to Trintech's Adra service (the "Service"). The requirements contained within this Exhibit B are applicable to Subscriber production environments only, and not applicable to Subscriber's test environment unless otherwise described in the applicable Order. Any capitalized terms not defined in this Service Level Addendum will have the meanings ascribed to them in the Agreement. Each may be referred to as a "Party" or jointly the "Parties".

Service Levels are designed to set expectations and help ensure that both Parties understand and agree to mutual levels of service for production environments for the Adra Services.

Availability Guarantee. Trintech provides at least 99.9% uptime with respect to the Adra Services during each calendar month of Subscriber's term (collectively, the "Availability Guarantee"). Total possible uptime is calculated by taking the total time the Service would be available in a given month and subtracting the total time for Scheduled Maintenance, down periods initiated by Subscriber, or events that are beyond Trintech's reasonable control such as issues associated with Subscriber-provided hardware or software.

If in any calendar month Trintech fails to meet the Availability Guarantee and Subscriber is negatively impacted by any unscheduled downtime excluding Scheduled Maintenance (i.e., inability to log into, access, or use the Services) Trintech will provide, as the sole and exclusive remedy and liability to Subscriber for Trintech's failure to meet the Availability Guarantee, service credits as provided in the table below ("Service Credit").

Availability Guarantee	Service Credit Percentage
95%-99.89%	3%
90%-94.99%	5%
Less than 90%	10%

Service Credits. Service Credits are calculated based on Subscriber's pro-rated monthly Services fees for each given month in the Term. In order for Subscriber to receive a Service Credit, Subscriber must request it not later than fifteen days from the end of the applicable month in which Subscriber believes Trintech did not meet the Availability Guarantee. Each Service Credit request submitted must detail when Subscriber discovered the downtime and the negative impact Subscriber suffered. Service Credit requests must be submitted to support@adra.com.

Trintech will use its system logs and other records to confirm the downtime prior to issuing any Service Credit. If Subscriber is past due or in default with respect to any payment or material contractual obligations to Trintech, Subscriber will not be eligible for any Service Credit. Service Credits will be applied collectively to the next renewal Term or billing cycle. Trintech will not refund any Service fees paid in advance for any failure to meet the Availability Guarantee.

Scheduled Maintenance. Periodic maintenance will be performed on the Services for system and software upgrades, service packs, hardware replacements and upgrades, and maintenance and backup procedures ("Scheduled Maintenance"). **Scheduled Maintenance time does not count as downtime for purposes of the Availability Guarantee and Service Credits.** Scheduled Maintenance typically is communicated no less than two weeks in advance, scheduled to occur on the weekend.

Response Time Goals. When alerted of a potentially critical problem by any of its monitoring systems, Trintech will begin troubleshooting and addressing the problem and will initiate contacting Subscriber through a support ticket, telephone call, or both depending upon the severity of the situation or the rules of engagement according to the table below. Support tickets initiated by Subscriber will receive responses in the same manner.

Priority Level	Example Situation	Response Time Goal
Emergency: P1	Subscriber cannot access the Services	Within 1 hour
Urgent: P2	Services are accessible but in a reduced state (<i>timeouts or slow state of response</i>)	Within 4 hours
Standard: P3	Information or assistance (<i>Services are functioning within acceptable parameters, but Subscriber requires information or assistance</i>)	Within 8 hours



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Trintech will exercise commercially reasonable efforts to meet the following response times goals but does not guarantee that the response times will always be met. Response times are not subject to Service Credits.

Support. Trintech will take all reasonable steps in assisting Subscriber in resolving problems with the Services. Subscriber will get access to our Success Center (<https://success.adra.com/>) where support inquiries can be raised. Through this portal they will get the opportunity to see the status on cases, number of cases raised and to escalate cases where necessary.



EXHIBIT C SECURITY ADDENDUM

This Security Addendum contains the information security, and third-party audited controls that apply to the Adra Services and forms part of the Adra Service Agreement ("Agreement"). Any capitalized terms not defined in this Security Addendum are found in the Agreement. If an industry-standard term is used in this Security Documentation, but not defined here or in the Agreement, it will default to those definitions in the National Institute of Standards and Technology ("NIST") glossary of standard information security terms.

STANDARD TRINTECH SECURITY & AUDIT REQUIREMENTS

Trintech is subject to the following certifications and compliance standards as provided in the table below:

Standard	Activities	Evidence
SOC 1 & SOC2 Audited	Ongoing annual third-party audits to maintain SSAE 18 (or then current standard as evolved by AICPA) SOC 1 (Type II) and SOC 2 (Type II) attestations and reports.	Reports and bridge letters are available upon written request to Trintech Support.
HIPAA Compliant	Ongoing annual third-party audits to maintain HIPAA compliance.	Confirmation is available upon request to Trintech Support. Ability to execute Business Associate Agreements (BAAs) with covered entities.
ISO/IEC 27001:2022		Certificate of Registration are available upon written request to Trintech Support

Trintech will provide SOC 1 and SOC 2 reports to Subscriber upon request to Trintech Support. Subscriber agrees that any request will be limited to the most recent, applicable audit, and will be requested no more than once in a rolling twelve (12) month period, except in the case of a security breach with the potential to expose Subscriber's Data.

Trintech will notify Subscriber within seventy-two (72) hours of becoming aware of a security breach with the potential to expose Subscriber Data ("**Security Breach Notification**"). As such information becomes available and without undue delay, Trintech will provide Subscriber with relevant root cause detail, forensics, and logs upon removal of information that may identify other Subscribers.

To assist Subscriber with security questionnaires, audits, and/or compliance activities, Trintech will permit an onsite audit at Trintech's Texas corporate headquarters upon written request to Trintech Support. During the audit, Subscriber's authorized employees, auditors and/or agents will be permitted to view but not copy or retain the complete table of contents of confidential and proprietary documents relevant to audited operating controls and security policies subject to a non-disclosure agreement. In the absence of a security breach, audits may be requested no more than once per rolling twelve (12) month period and require at least thirty (30) days' prior written notice to Trintech for scheduling. Additional audits may be requested following any Security Breach Notification.

CLOUD DATA CENTER SECURITY & AUDIT REQUIREMENTS

The Services are delivered from a data center operated by a third-party hosting provider ("**Hosting Provider**"). Information regarding the Hosting Provider is available through Trintech Support.

Trintech will not migrate, transfer, or otherwise move Subscriber Data to a data center of Hosting Provider located in a different country



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from the original data center in which the applicable production environment is established ("**Data Center Location**") without Subscriber's prior consent. If Trintech initiates a change to the Data Center Location, it will notify Subscriber promptly, without undue delay, and Subscriber will have the one-time right to terminate the Agreement within 30 days from receipt of such notice from Trintech; provided that Trintech may initiate a change in Data Center Location, without notice, if: (i) Trintech deems such move reasonably necessary to prevent, mitigate, or remedy, a critical security vulnerability; or (ii) in the event of a disaster recovery event; *provided further that* Subscriber may not terminate if the purpose of 2.4 (i) or (ii) above was initiated to protect Subscriber's Data, and Trintech returns Subscriber Data to the original Data Center Location within a reasonable time.

ENCRYPTION OF SUBSCRIBER DATA

Trintech will provide Subscriber with an industry standard level of encryption for Subscriber Data both in transit and at rest ("**Encryption**"). Encryption at rest encompasses all Subscriber Data (disk, tape, and offsite) at the primary site, secondary site (i.e., maintained for BC/DR), and any offsite locations used by the Hosting Provider for vaulting of backup media. The standard level of encryption that Subscriber receives, pursuant to the applicable Order is:

Data in Transit	Encryption of all Subscriber data in transit using industry standard secure protocols (e.g., HTTPS, SFTP, SSL, TLS (1.2 or greater), etc.)
Data at Rest	Encryption of all Subscriber data at rest (disk, tape, and offsite) including database data, reporting data, file attachments, and integrations using industry standard encryption (e.g., public/private key, AES 256, FIPS 140-2 Level 2).

BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY ("BCP/DR")

Trintech provides comprehensive BCP/DR for Subscriber production environments to ensure that Services remain available in the event of a non-Force Majeure disaster with the potential to impact Services.

RPO: 4 hours	In the event of a disaster, all production data will be current within 4 hours:
RTO: 12 hours	In the event of a disaster, all production services will be available from the secondary site within 12 hours.
Backup Strategy	Daily differential/incremental and weekly full backups are performed for all production systems. Hourly transaction log and daily full database backups are performed for all production databases.

Full BCP/DR plans are confidential and proprietary and may be viewed subject to audit requirements contained within this Security Documentation. Subscribers will not schedule or participate in Trintech's BCP/DR testing.

Trintech retains backups of Subscriber Data for up to 30 days to ensure that BCP/DR requirements are met. Trintech will remove Subscriber Data, inclusive of third-party Hosting Provider managed backups, and all encryption keys within thirty (30) days of receipt of written request and/or notice of termination. Upon request from Subscriber, Trintech Support can provide confirmation that Subscriber encryption keys and Subscriber Data have been removed.

The requirements contained within this Security Documentation are applicable to Subscriber production environments only, and not applicable to Subscriber's test environment unless otherwise described in the applicable Order.



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SECURE CODING GUIDELINES & MALWARE DETECTION

Trintech follows industry standard secure coding guidelines and takes appropriate measures to protect the Services against unauthorized modifications to the Services or the Subscriber Data without the consent of Subscriber or Trintech.

- Prior to release, both Static Application Security Testing (SAST) and Dynamic Application Security Testing (DAST) is conducted to identify potential vulnerabilities in the Trintech Software.
- Access to systems is controlled by an industry standard authentication method leveraging strong authentication and a unique User ID and strong password.
- Remote access (if applicable) is secured through multi-factor authentication.
- Passwords may never be stored in clear text.
- Secure Coding Guidelines, aligning to Microsoft SDL and OWASP

Trintech uses commercially reasonable, and industry standard malware detection measures to prevent the distribution of malware upon implementation or delivery of Services. Subscriber is expected to maintain a secure internal network for its own purposes outside the Services, and, malware, harmful code, or other invasive or unauthorized programs are not sanctioned by Trintech ("**Malware**"). Trintech will not be liable to Subscriber or any third-party if harm is caused by the failure of Subscriber's internal network to detect malware originating from third-party software, or Subscriber's internal network not within the reasonable control of Trintech.

GENERAL USER TERMS

The Parties agree that Trintech does not provide onsite credentials management for Subscriber, and that Subscriber, its Users, or holders and handlers of credentials are collectively responsible for the damage or harm caused by: (i) the use or distribution of User credentials or (ii) the misuse of Services. Subscriber agrees and understands that completion of annual security awareness training is necessary to prevent the harmful, unlawful, or improper release of User credentials by Subscriber Users, and any harms caused by improper release of Subscriber credentials or access to the Services, will be the sole responsibility of Subscriber.

The Parties agree that, during the term of any Services, Subscriber will maintain up-to-date credentials management practices and safeguards that meet single-factor authentication. If Subscriber chooses to use single-factor authentication for the Services, Subscriber understands and agrees to the risks associated with the lack of multi-factor authentication. The Parties agree to reference NIST SPS00-63B ("**Authentication Definitions**") for definitions, and that any Trintech Software under the applicable Order may use AALI (as defined in the Authentication Definitions) unless noted otherwise.

Subscribers will ensure that passwords are aligned with current NIST password guidance which recommends the following:

- An eight-character minimum and 64-character maximum length
- The ability to use all special characters but no special requirement to use them
- Restrict sequential and repetitive characters (e.g. 12345 or aaaaaa)
- Restrict context specific passwords (e.g. the name of the site, etc.)
- Restrict commonly used passwords (e.g. p@ssw0rd, etc.)
- Passwords obtained from previous breach corpuses.



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EXHIBIT D
DATA PROTECTION ADDENDUM

This Data Protection Addendum, ("**Addendum**") is made and entered into as of the date of execution of an Order referencing and incorporating the Adra Service Agreement ("**Agreement**") ("**Addendum Effective Date**") by and between Trintech ("**Trintech**") and the corporation, LLC, partnership, sole proprietorship, or other business entity executing such Order ("**Subscriber**"). The Agreement between Trintech and Subscriber is for the purchase by Subscriber of Services, as defined in such Agreement.

All terms not herein defined shall have the respective meanings given to them in the Applicable Privacy Laws.

Now, therefore, the parties, in consideration of the promises set forth herein, do hereby agree as follows:

Notwithstanding anything to the contrary elsewhere in the Agreement:

- i. Trintech will process information relating to an identified or identifiable natural person pursuant to Services under the Agreement ("**Personal Data**") solely for the purpose of the performance of the Services under the Agreement and in accordance with the written instructions of Subscriber as set forth in the Agreement, this Addendum (including the "**Data Processing Details**" attached hereto as Exhibit E) and any statement of work (unless Trintech is required by law to process Personal Data in a different manner);
- ii. Trintech certifies that it understands and will comply with the restrictions on the use of Personal Data in connection with the Services set forth in this Addendum. Trintech will ensure that any employees, subcontractors, and agents involved in performing Services under the Agreement comply with the terms of this Addendum;
- iii. Trintech will, upon Subscriber's written request, provide reasonable assistance, information, and cooperation to Subscriber to ensure Subscriber's compliance with its obligations under applicable data protection, privacy, breach notification, and data security laws ("**Applicable Privacy Laws**"), including with respect to responding to requests from individuals to exercise their rights relating to Personal Data about them and allowing for, and contributing to, audits conducted by Subscriber or another auditor mandated by Subscriber provided that such audits shall occur no more than once per calendar year and upon no less than 30 business days' prior written notice;
- iv. Trintech will act as a processor under Applicable Privacy Laws while Subscriber will act as the controller;
- v. Trintech will provide notice to Subscriber without undue delay of any event involving any actual or suspected, compromise of the confidentiality, integrity, or availability of Personal Data or the networks, systems, or databases on which the Personal Data is stored, transmitted, or otherwise processed, including, but not limited to, any accidental, unlawful, or unauthorized disclosure, use, viewing, destruction, loss, alteration, or acquisition of, or access to, any Personal Data;
- vi. Trintech will respond promptly to all inquiries from Subscriber regarding Trintech's processing of Personal Data, and, within 5 business days of receipt, notify Subscriber of any inquiry received from an individual or a data protection authority or other government regulator regarding Trintech's processing of Personal Data;
- vii. Trintech will implement and maintain, at its own cost and expense, appropriate technical and organizational measures in relation to its processing of Personal Data, as defined under Exhibit C, the Adra Security Addendum, so as to comply with Applicable Privacy Laws at all times when performing the Services and ensure an appropriate level of security with respect to Personal Data processed by Trintech;
- viii. Trintech will notify Subscriber if Trintech believes that any instruction from Subscriber violates any Applicable Privacy Law;
- ix. Trintech will ensure that its employees and agents authorized to process Personal Data have committed themselves to confidentiality, or are under a statutory obligation of confidentiality;



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- x. Subscriber generally authorizes Trintech to engage any third-party Processor engaged in the Processing of Personal Data to process Personal Data (the "Sub-processors") provided that (i) the third party is a Sub-processor processing Personal Data in connection with the performance of Trintech's obligations under the Agreement, (ii) Trintech has entered into a written contract with the Sub-processor requiring the Sub-processor to abide by terms materially equivalent to those set forth in the Agreement regarding the processing and protection of Personal Data and (iii) Trintech will remain fully liable to Subscriber for the performance of said Sub-Processor's obligations. As of the Addendum Effective Date, Trintech engages, as applicable, the Sub-processors listed under Exhibit F. Trintech will notify Subscriber in writing of any intended changes regarding the addition or replacement of Sub-Processors by updating the Addendum found at <https://www.trintech.com/terms-and-conditions/adra-terms-and-conditions/>. Subscriber may object to such changes within 15 days of such notice if Subscriber reasonably determines that such changes are contrary to the terms of this Addendum or Applicable Privacy Laws. Upon receipt of a valid objection notice, Trintech may use reasonable efforts to recommend a change in the Services to avoid the objected changes. If Subscriber does not accept such recommendation or if Trintech does not make a recommendation within 15 days of such objection, the applicable Agreement or amendments thereto will be deemed terminated insofar as such new Sub-processor would be used for the Services under the Agreement. In such case, Trintech shall promptly refund prepaid fees to Subscriber for unused Services, without penalty;
- xi. Trintech will process Personal Data relating to individuals residing in the European Economic Area ("**EEA**") or Switzerland in a jurisdiction not acknowledged by the European Union under Article 45 of GDPR as a safe jurisdiction with an adequate level of data protection ("**Third Country**") in compliance with the Applicable Privacy Laws and, without limiting the foregoing whenever applicable, (i) Module Two of the Standard Contractual Clauses approved by the European Commission (for controller to processor transfers where Trintech is located in a Third Country and Subscriber is acting as the controller), (ii) Module Three of the Standard Contractual Clauses approved by the European Commission (for processor to processor transfers where Trintech is located in a Third Country and Subscriber is acting as a processor) and (iii) the UK Addendum to said Standard Contractual Clauses approved as of 23 March 2022 by the UK Parliament, shall apply, the terms of which are hereby incorporated by reference and subject to the terms of Exhibit Band C respectively. If Trintech is not located in a Third Country and acts as a data exporter, Trintech has entered into Module Three of the Standard Contractual Clauses approved by the European Commission (for processor to processor transfers) with the relevant Sub-processors acting as data importers;
- xii. at the Agreement's termination or expiration, upon Subscriber's written request, securely destroy all Personal Data processed by Trintech and/or its subcontractors in connection with performance of the Services or, alternatively, return such Personal Data to Subscriber. Notwithstanding the foregoing, Trintech may retain Personal Data to the extent such retention is required by applicable law.



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Exhibit E**Data Processing Details**

Data Processing	Details
Duration of processing	For the duration of the Agreement.
Categories of Data Subjects	Personnel of Subscriber.
Description of data • Personal Data which Trintech may process under this Agreement includes the following	Contact details of personnel of the Subscriber. Any Personal Data Subscriber uploads into the Services in violation of the Trintech Data Acceptance Policy.
Special Data	None.
Purposes of Processing	Subscriber Personal Data will be processed by Trintech for the purposes of providing the Services.
Duration of Processing	The duration of the Agreement.
Location of Personal Data	Subscriber's Personal Data will be processed in the EEA, the United Kingdom, and the United States of America.
Nature of Processing	Collection, storage, comparison, modification, consultation, retrieval, and erasure.



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EXHIBIT F**List of Sub-processors****1. Infrastructure Sub-processors.**

Trintech may use the following Sub-processors to host Subscriber Data or provide other infrastructure that supports the delivery of our Services:

Entity name	Entity Activity	Entity location
Dell Computer Corporation	Hosting Service Provider for the Adra Services Accounts, Receivables	
Microsoft Corporation	Cloud Service Provider	USA (USA Subscriber only), Australia (APAC Subscribers only), Netherlands and Ireland (EMEA Subscribers and UK only), Norway (Norwegian Subscribers only since 3 May 2022 or later)

2. Service-specific Sub-processors.

Trintech works with the sub-processors listed below to provide specific functionality.

Entity name	Entity Activity	Entity location
Trintech Inc.	Trintech affiliate, to perform possible ad-hoc support services that require escalation to Trintech support team in USA provided Subscriber gives prior approval.	USA
Salesforce, Inc.	Cloud-based Service, for Trintech Support Center to handle and respond to subscriber inquiries, support requests to support@adra.com	USA

END OF DOCUMENT