

## API LICENSE AND DEVELOPMENT AGREEMENT

This API License and Development Agreement (this “Agreement”) is a legal agreement between Bill.com, Inc., a Delaware corporation (“Bill.com”), on the one hand, and you and any organization you identify in your registration with Bill.com (your “Organization”), on the other hand. You represent and warrant that you are of legal age and have the right and authority to enter into this Agreement on your own behalf and on behalf of your Organization. In this Agreement, “You” and “Your” refer collectively to you and your Organization. By clicking “I Accept” below, You agree to be bound by the terms of this Agreement.

Bill.com markets and sells a web-based service that automates bill workflow, bill payment and collection, and business document filing tasks and synchronizes this information with certain accounting systems (the “Bill.com Service”). You offer or plan to offer one or more products or services that are suitable for integration with the Bill.com Service (the “Integrated Application”). This Agreement addresses the following proprietary materials of Bill.com:

1. Development tools for integrating Your product or service with the Bill.com Service, such as software source code and object code, applications, sample code, libraries, data, files, and any error corrections, updates, or new releases to the foregoing that Bill.com makes available to You on its developer web site or otherwise (collectively, the “Developer Materials”);
2. Bill.com’s web services-based application programming interface to the Bill.com Service, as further described on the developer web site and as modified by Bill.com from time to time in its sole discretion (the “Bill.com API”); and
3. One or more Bill.com Service accounts for integration, development, and trial purposes only, and not for Your internal productive purposes (Your “Test Accounts”).

**1. License:** For the duration and subject to the terms and conditions of this Agreement, Bill.com grants to You a non-exclusive, non-transferable license to copy and use the Developer Materials, the Bill.com API and the Test Accounts solely for the purpose of designing Integrated Applications to integrate with or share data with the Bill.com Service through the Bill.com API.

**2. Restrictions:** You may not: (1) use the Developer Materials to design or develop anything other than an Integrated Application; (2) make any more copies of the Developer Materials than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the Developer Materials, the Bill.com API or the Bill.com Service; (4) remove any trademarks, logos, copyright notices, proprietary notices or labels displayed on the Developer Materials, the Bill.com API or the Bill.com Service or any copies made by You, or (5) distribute, sell, lease, rent, lend, or sublicense any part of the Developer Materials to any third party except as included within and necessary to distribute an Integrated Application. You have no authority to distribute the Bill.com Service or make it available to customers, unless granted in a separate agreement between You and Bill.com. Accordingly, in order to use an Integrated Application with the Bill.com Service, a customer must set up a Bill.com Service account, agree to Bill.com’s standard Terms of Service, and pay Bill.com’s applicable fees, unless otherwise provided in a separate agreement between You and Bill.com.

**3. Application Key:** Bill.com will assign You a unique identifier for each Integrated Application (the “Application Key”). To initiate a session with the Bill.com Service, the Integrated Application must pass this Application Key together with the UserID and password of a valid Bill.com customer account, to the Bill.com API. You acknowledge and agree that this Application Key is the property of Bill.com, and that the misuse of this Application Key by You or a third party could cause substantial loss and damage to Bill.com and its customers. Accordingly, You will implement appropriate measures to protect the security of the Application Key, and You will notify Bill.com promptly if You suspect it has been misappropriated or misused.

**4. Approval:** You will obtain written approval from an authorized officer of Bill.com, which may be an email, before You sublicense or distribute the Integrated Application to customers. Bill.com will review the Integrated Application for merchantable quality and compliance with this Agreement. Bill.com will not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your development of the Integrated Application regardless of whether Bill.com approves it. You will be solely responsible for assuring that the Integrated Application conforms to Your specifications and documentation, is free of defects in design and operation, and complies with applicable laws and regulations. You will also be solely responsible for end user customer support and warranty of Your Integrated Application. In the event that You materially modify or update the Integrated Application, You will notify Bill.com and Bill.com will have the option to review it, and to approve it or not, in Bill.com’s sole discretion.

**5. Marketing and Publicity:** You and Bill.com may both publicize that You and Bill.com have entered into this Agreement and, subject to Bill.com’s “Approval” as set forth above, that the Integrated Application works with the Bill.com Service. You agree to promote the Bill.com Service on Your web site, and in marketing materials such as advertising, printed materials, and direct marketing. Bill.com may promote the Integrated Application in a listing on Bill.com’s publicly available web site and through other methods at Bill.com’s sole discretion. You may use the Bill.com trademark on sales and marketing materials, on Your web site and in Your products and services in accordance with Bill.com’s then-applicable API Naming and Advertising Restrictions, the current version of which are set forth on the Bill.com developer web site. Bill.com may amend such API Naming and Advertising Restrictions from time to time in its sole discretion. All other uses of the other party’s trademark(s), and all media releases, public announcements, and public disclosures by either party relating to this Agreement will be subject to review and written approval by the other party prior to release.

**6. Customer Data:** This Agreement does not grant You any rights to any data or other information of any Bill.com customer that You may access through Your integration with the Bill.com Service, or that You may collect from Bill.com customers in connection with the Integrated Application (“Customer Data”). You must obtain any required rights to Customer Data directly from such customers, and provide all appropriate privacy and other notifications, within the Integrated Application. You will protect the privacy and security of each type of Customer Data using means comparable to the means used by Bill.com to protect such Customer Data and in no event less than commercially reasonable means. For example, Bill.com encrypts sensitive Customer Data in transit and at rest, and requires You do to the same. You will comply with all laws and regulations applicable to each type of Customer Data, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM Act”) and the Payment Card Industry Standard.

**7. Fees:** As consideration for the rights and licenses granted to You under this Agreement, You agree to pay Bill.com the API License and Development fees as set forth on Bill.com's developer web site. The fees are non-refundable. You are responsible for any taxes that may be levied on the developer Materials, the Bill.com API or Your or Your customers' use of them. Additionally, Bill.com will support the Developer Materials, the Bill.com API and the Test Accounts to the extent commercially reasonable, in Bill.com's sole judgment. Any additional fees for such support will be posted on Bill.com's developer web site.

**8. Your Obligations:** You are responsible for assuring that Your employees, contractors and agents comply with this Agreement and applicable law. You must provide Bill.com with current, complete and accurate registration information on the Bill.com developer web site, and You must provide Bill.com promptly with updates to keep it current, complete and accurate. You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You in connection with the Developer Materials, the Bill.com API, the Application Key, the Integrated Application and Your related development and distribution efforts, including, but not limited to, any network and server equipment, Internet service(s), or any other hardware, software or services used by You.

**9. Acceptable Use:** Neither You nor Your customers may upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware. Notwithstanding any other provision of this Agreement, if Your Integrated Application causes undue technical stress to the Bill.com platform, interferes with use of the Bill.com Service by others, or transmits information or transactions that Bill.com believes are illegal or fraudulent, Bill.com reserves the right to revoke Your Application Key and block access by You and Your customers immediately and indefinitely.

**10. Third Party Web Sites:** The Developer Materials may contain or reference links to third party web sites. The inclusion of any link does not mean an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Bill.com or its suppliers of any information contained in any third party web site. Access to any other web site is at Your own risk, and You should be aware that linked web sites may contain terms and privacy policies that are different from those of Bill.com and its suppliers. Neither Bill.com nor its suppliers are responsible for such provisions, and expressly disclaim any liability for them.

**11. Proprietary Rights:** As between You and Bill.com, Bill.com owns the title and intellectual property rights in the Developer Materials, the Bill.com API and the Test Accounts and any modifications, enhancements, updates and derivative works thereof. As between You and Bill.com, You own the title and intellectual property rights to the Integrated Application and any modifications, enhancements, updates and derivative works thereof.

**12. Confidential Information.** "Confidential Information" means any and all information disclosed by either party to the other that is marked "confidential" or "proprietary" or that should reasonably be understood to be confidential or proprietary, including without limitation computer programs (in both source code and object code), inventions, designs, test results, nonpublic financial information and business plans. Bill.com Confidential Information includes, without limitation, the Developer Materials, the Bill.com API and the Application Key. Confidential Information does not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure without restriction on use or disclosure; (c) is rightfully disclosed to the receiving party by a third party without restriction on use or disclosure; or (d) is independently developed

by the receiving party, which independent development can be shown by written evidence. Neither party shall make the other's Confidential Information available to any third party or use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. You and Bill.com shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, but in no event will you or Bill.com use less effort to protect the Confidential Information of the other than used to protect its own Confidential Information of like importance. You and Bill.com will ensure that any employees, agents or subcontractors that are permitted to access any of the other's Confidential Information are legally bound to comply with the obligations set forth herein. Notwithstanding the foregoing, Confidential Information may be disclosed as required by any governmental agency, provided that before disclosing such information the disclosing party must provide the non-disclosing party with sufficient advance notice of the agency's request for the information to enable the non-disclosing party to exercise any rights it may have to challenge or limit the agency's authority to receive such Confidential Information. The parties agree that any unauthorized disclosure of the Confidential Information would cause irreparable harm to the disclosing party. Accordingly, in the event of any breach or threatened breach of the foregoing confidentiality obligations, the disclosing party shall be entitled to obtain equitable relief in addition to any other remedy.

**13. Feedback:** You may provide feedback to Bill.com. Bill.com will treat Your feedback as non-confidential. You agree that Bill.com may use it for any purpose without acknowledgment or compensation.

**14. Term:** The term of the Agreement will be one (1) year from the date You accept it. Thereafter, subject to Your payment of annual renewal fees and compliance with the terms of this Agreement, the term of this Agreement will automatically renew for successive one (1) year terms, unless sooner terminated as set forth herein. If either party notifies the other party in writing at least sixty (60) days prior to the expiration of then-current term that it desires not to renew the Agreement, then the Agreement will expire at the end of then-current term. In the event that either party shall materially fail to perform or comply with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days prior written notice. You agree, upon termination, to destroy all copies of the Developer Materials then within Your possession or control and to cease all use of the Bill.com API, Your Application Key and Your Test Accounts. The Proprietary Rights, Confidential Information, Disclaimer of Warranties and Limitation of Liability, Indemnification and Miscellaneous sections set out in this Agreement shall survive any termination or expiration of this Agreement.

**15. Modification:** Bill.com may modify this Agreement from time to time by posting the modified Agreement to its developer web site. If You or Your customers continue to use the Developer Materials, the Bill.com API, or the Application Key following such modifications, such use constitutes Your agreement to be bound by the modifications.

**16. Indemnification:** You will indemnify, hold harmless, and defend Bill.com, its officers, directors, and employees from and against any and all liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorneys fees) incurred as a result of the use, marketing, distribution, or sale of the Integrated Application, including any claims alleging that the Integrated Application infringes any third party intellectual property rights, provided that Bill.com promptly notifies You of the claim.

**17. Disclaimer of Warranties and Limitation of Liability:** THE DEVELOPER MATERIALS, THE BILL.COM API AND THE TEST ACCOUNTS ARE PROVIDED BY BILL.COM ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE DEVELOPER MATERIALS, THE BILL.COM API AND ANY INTEGRATED APPLICATION. BILL.COM DOES NOT WARRANT THAT ITS WEB SITE OR THE BILL.COM API ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS. NEITHER BILL.COM NOR ITS DISTRIBUTORS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF FORESEEABLE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BILL.COM DOES NOT WARRANT THAT THE DEVELOPER MATERIALS AND THE BILL.COM API WILL ASSIST IN DEVELOPMENT OF THE INTEGRATED PRODUCT OR THAT ANY INTEGRATED PRODUCT WILL BE COMPATIBLE WITH ANY BILL.COM PRODUCTS OR SERVICES, OR THAT YOU WILL RECEIVE ANY ORDERS, SUBSCRIPTIONS, OR REVENUE DUE TO YOUR USE OF THE DEVELOPER MATERIALS OR THE BILL.COM API. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND SO PARTS OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**18. Miscellaneous:** This Agreement will be governed by and interpreted in accordance with the internal laws of the state of California. The exclusive jurisdiction for any disputes arising under this Agreement shall be the state and federal courts located in Santa Clara County, California. Neither party may assign this Agreement by operation of law or otherwise without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of the assigning party's assets. Any attempted assignment in violation of the preceding sentence will be void. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. You agree that You will not export or re-export the Developer Materials (or any copy thereof) in violation of any applicable laws or regulations of the United States or the country in which You obtained them. Nothing herein will constitute any association, partnership or joint venture between the parties, and neither party will have the power to legally bind the other party. This Agreement is intended for the sole and exclusive benefit of You and Bill.com and not for any third party. To the extent that any terms in this Agreement are inconsistent with any terms of any agreement You may enter into with any customers pertaining to their use of any Integrated Application, the terms of this Agreement and of any agreement between Bill.com and such Bill.com customers shall govern. Neither party will be liable for, or in breach of this Agreement because of, any act or omission that results from conditions beyond such party's reasonable control, whether or not the condition was foreseeable. Written notice to You from

Bill.com shall be deemed delivered upon sending an e-mail to the e-mail address in Your Bill.com registration, or one (1) business day after sending by courier or five (5) business days after sending by U.S. mail to the physical address in your Bill.com registration. Written notice by You to Bill.com shall be deemed delivered upon sending an email to the e-mail address then set forth on the Bill.com developer web site, or one (1) business day after sending by courier or five (5) business days after sending by U.S. mail to the physical address on the Bill.com developer web site. Nothing hereunder will prevent or restrict Bill.com from discontinuing or changing in its sole discretion and at any time any Developer Materials, the Bill.com API, this Agreement, or any Bill.com products or services. This Agreement is the parties' complete and exclusive agreement with respect to its subject matter, and supersedes any and all prior communications and understandings regarding their subject matter. Bill.com's employees are not authorized to make modifications to this Agreement, or to make any additional representations, commitments or warranties binding on Bill.com, except in a written agreement signed by an authorized officer of Bill.com that expressly supersedes this Agreement in whole or in part.

Dated: December 18, 2009

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