

## BILL DEVELOPER TERMS

These Developer Terms (this “Agreement”) is a legal agreement between Bill.com, LLC., a Delaware corporation (“BILL”), on the one hand, and you and any organization you identify in your registration with BILL (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. Your use of the BILL Service is conditioned upon your agreement to the terms of this Agreement.

BILL markets and sells a web-based service (currently located at [www.bill.com](http://www.bill.com)) in which subscribers of the service may engage in certain payment processing, invoicing and other cash flow management activities (the “BILL Service”). You offer or plan to offer one or more products or services which you have accurately described to BILL as part of the registration process (the “Integrated Application”).

You represent and warrant that the Integrated Application is suitable for integration with the BILL Service and that as part of the registration process, You will have properly and accurately described the Integrated Application and the nature of the integration that you intend to accomplish.

This Agreement addresses the following proprietary materials of BILL:

- A. Development tools for integrating Your product or service with the BILL Service, such as applications, sample code, libraries, data, files and any updates to the foregoing that BILL makes available to You on its developer website ([developer.bill.com](http://developer.bill.com)) or otherwise (collectively, the “Developer Materials”) which are hereby incorporated into this Agreement;
- B. BILL’s web services-based application programming interface to the BILL Service, as further described on the developer website and as modified by BILL from time to time in its sole discretion (the “BILL API”); and
- C. One or more BILL Service accounts for integration, development, and trial purposes only, and not for Your internal productive purposes (Your “Test Accounts”).

1. Limited License. For the duration and subject to the terms and conditions of this Agreement (including the Developer Materials), BILL grants to You a non-exclusive, non-transferable license to copy and use the Developer Materials, the BILL API and the Test Accounts solely for the purpose of designing Integrated Applications to integrate with or share data between or otherwise communicate with the BILL Service through the BILL API in the manner described by You as part of the registration process.

Restrictions: You may not: (1) use the Developer Materials, BILL API, or Test Account 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 API or the BILL Service; (4) remove any trademarks, logos, copyright notices, proprietary notices or labels displayed on the Developer Materials, the BILL API or the BILL Service or any copies made by You, or (5) distribute, sell, lease, rent, lend, sublicense, or provide any access to any part of the Developer Materials, BILL API or Test Account to any third party except as included within and necessary to distribute an Integrated Application. You have no authority to distribute the BILL Service or make it available to customers, unless granted in a separate agreement between You and BILL.

2. Key. BILL will assign You a unique identifier for each Integrated Application (the "Key"). To initiate a session with the BILL Service, the Integrated Application must pass this Key together with the UserID and password of a valid BILL customer account, to the BILL API. You acknowledge and agree that this Key is the property of BILL, and that the misuse of this Application Key by You or a third party could cause substantial loss and damage to BILL and its customers. Accordingly, You will implement appropriate measures to protect the security of the Key and not provide the Key to any third party, and You will notify BILL promptly if You suspect it has been misappropriated or misused or lost or stolen or otherwise accessible to a third party without rights to use it.

3. Approval. You will obtain written approval from an authorized officer of BILL, which may be an email, before You sublicense or distribute the Integrated Application to customers. BILL will review the Integrated Application for merchantable quality and compliance with this Agreement at any time during the term. BILL 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 approves it. You will be solely responsible for assuring that the Integrated Application conforms to Your descriptions of the Integrated Application disclosed to BILL and specifications and documentation you provide to your users, 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 and BILL will have the option to review it, and to approve it or not, in BILL's sole discretion.

4. Customer Data. This Agreement does not grant You any rights to any data or other information of any BILL customer that You may access through Your integration with the BILL Service, or that You may collect from BILL 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 use Customer Data solely during the Term and solely for the purpose of distributing or processing such Customer Data for approved Integrated Applications. You will not display the Customer Data on any other web site or with any other applications, and will not repackage, redistribute, divert, license, rent, or resell Customer Data to or for the benefit of any third party.

5. Support. At its sole discretion, BILL will support You in Your proper use of the Developer Materials, the BILL API and the Test Accounts. Support may include answering questions or otherwise assisting You in your proper use of the licensed

materials. If BILL does provide You support, then the fees for such support (if any are charged) will be posted on BILL's developer web site or otherwise agreed to in advance an order form between the parties (as relevant). For clarity, if support fees are posted after you have received support, fees shall only apply prospectively, and not retroactively. Either party may at any time discontinue support with notice to the other party.

6. Fees. As consideration for the rights and licenses granted to You under this Agreement, You agree to pay BILL the API License and Development fees as set forth on BILL's developer web site or on an order form agreed to by the parties (if any specified). The fees are non-refundable. You are responsible for any taxes that may be levied on the developer Materials, the BILL API or Your or Your customers' use of them. BILL reserve the right to change or initiate charges (if no charges applied initially) for support or license fees with ninety (90) days' notice.

7. Your Obligations. You are responsible for assuring that Your employees, contractors, affiliates and/or agents (collectively "Your Representatives") comply with this Agreement and applicable law. You must provide BILL with current, complete and accurate registration information on the BILL developer web site, and You must provide BILL 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 and/or Your Representatives in connection with the Developer Materials, the BILL 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 and/or Your Representatives.

8. Compliance with Law, Agreement, Policy. You will comply, in all material respects, with all applicable law and the compliance and security requirements described herein.

You acknowledge that you have read and understood BILL's Privacy Notice available on BILL's website ([developer.bill.com](http://developer.bill.com)), which may be updated from time to time. BILL's Privacy Notice ([bill.com/privacy](http://bill.com/privacy)) governs personal information provided by You to BILL in order for Developer to receive or use the Services (e.g., personal information relating to Developer's employees who interact with the Services). Your privacy policy will govern the use of all Customer Data by You and BILL. Developer will ensure its privacy policy does not restrict BILL's right to use the Customer Data in accordance with the permitted uses set forth in this Agreement, unless so required by applicable law or regulation, in which case You will promptly notify BILL in writing.

You shall not, in the course of using the Services or API Materials or providing the Integrated Service, violate any applicable law, rule or regulation or transmit material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, obscene, or infringing of the rights of others. Without limiting the generality of the foregoing, to the extent applicable, You shall comply with the Fair Credit Reporting Act (in the United States), the Consumer Credit Act 1974 (in the United Kingdom), or any similar laws in any jurisdiction and shall not use the Services or API Materials, or any information derived from them, in connection with any transactions subject to such laws,

including but not limited to the evaluation of consumer credit or the extension of credit to a consumer for personal, family or household purposes. Without limiting the generality of the foregoing, You shall at all relevant times hold and maintain any authorizations, consents, licenses and permissions (whether from a customer, governmental or regulatory authority or body) required in order for it to carry on its business and activities. You shall not, and shall ensure that its service providers shall not, hold out itself out as agent acting for BILL, nor hold out BILL as in any way providing information to the Customer, end user or to any other person in accordance with the Customer's or end user's instructions. 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.

9. Malware. You (a) represents that it has deployed and maintains antivirus software and other anti-malware tools on its systems and at its facilities that is reasonably designed to protect against and prevent the spread of all generally-known viruses, worms, Trojan horses, spyware and other malware, (b) agrees to maintain such software and tools reasonably current and up-to-date, and (c) will not knowingly transmit to BILL, Customers, Data Sources, or any third party data providers or service providers any computer code or instructions that could reasonably be expected to disrupt or damage, or conduct unauthorized monitoring of, the systems of BILL, Customers, Data Sources or any third party data or service providers.

#### 10. Registration and Account Information

User Registration. In order to use an Integrated Application with the BILL Service, a customer must set up a BILL Service account, agree to BILL's standard Terms of Service (<https://www.bill.com/legal/terms-of-service>), and pay BILL's applicable fees, unless otherwise provided in a separate agreement between You and BILL.

Registration Information. You agree to provide true, accurate, current, and complete information about yourself, as requested in BILL's registration form and account setup process, and you agree to not misrepresent your identity or your account registration information. Failure to provide accurate and complete information during registration may prohibit the use of the Services. BILL reserves the right to reject any registration for any reason in its sole discretion.

Customer Account Information. You will be solely responsible for collecting account access information provided by Customers. You will not store any account access information after the information has been passed to BILL.

11. Acceptable Use. Neither You nor Your Representatives or customers may upload or otherwise transmit to BILL or the BILL Service 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 platform, interferes with use of the BILL Service by others, or transmits information or transactions that BILL believes are illegal or fraudulent, BILL reserves the right to revoke Your Application Key and block access by You, Your Representatives and Your

customers immediately and indefinitely.

12. **Third Party Web Sites.** The BILL developer website or 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 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 and its suppliers. Neither BILL nor its suppliers are responsible for such provisions, and expressly disclaim any liability for them.

13. **Marketing and Publicity.** Subject to written approval, You and BILL may both publicize that You and BILL have entered into this Agreement and, subject to BILL's "Approval" as set forth above, that the Integrated Application works with the BILL Service. You agree to promote the BILL Service on Your web site, and in marketing materials such as advertising, printed materials, and direct marketing. BILL may promote the Integrated Application in a listing on BILL's publicly available web site and through other methods at BILL's sole discretion. You may use the approved BILL trademark on sales and marketing materials, on Your web site and in Your products, provided that the specific usage is approved by BILL in writing and usage is consistent with any Trademark, logo and usage guidelines supplied by BILL from time to time and that You follow BILL then-applicable API Naming and Advertising Restrictions, the current version of which is set forth on the BILL developer web site. BILL may amend its logo and naming conventions or modify the API Naming and Advertising Restrictions from time to time in its sole discretion. You agree to update Your marketing materials or usage of BILL trademarks or logos within thirty (30) days (or such other mutually agreed upon timeline) of being requested to do so. For clarity, all 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 consent by the other party prior to release. Either party may revoke their consent to such use at any time with written notice.

14. **Proprietary Rights.** As between You and BILL, BILL owns all right title and interest in and to the Developer Materials, the BILL API, Application Key, the Test Accounts, BILL Services and any modifications, enhancements, updates and derivative works thereof. As between You and BILL, You own the title and intellectual property rights to the Integrated Application and any modifications, enhancements, updates and derivative works thereof.

Restrictions. To the maximum extent permitted by applicable law, Developer will not (a) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the BILL Technology, (b) make the BILL Technology available to any third parties other than as expressly permitted in this Agreement, (c) modify, adapt, translate or create derivative works based on the BILL Technology, (d) reproduce any portion of the BILL Technology except to make permitted archival copies of downloaded API Materials, (e) use the BILL Technology in such a way that violates any applicable laws, regulations, or this Agreement, or (f) permit or authorize any party to do any of the foregoing.

Trademarks. Each party (the “Using Party”) agrees that, with respect to its use of the other party’s (the “Owning Party”) trademarks, marks and trade names (“Marks”) provided or identified by the Owning Party for the Using Party’s use: (a) as between the parties, all rights in and to such Marks are owned by the Owning Party, (b) the Using Party will do nothing inconsistent with such ownership, (c) all uses of such Marks will inure to the sole benefit of the Owning Party, (d) it will use the Owning Party’s Marks in accordance with any guidelines for the use of such Marks as provided by the Owning Party from time to time, (e) it will not alter any such Marks and will use only exact reproductions thereof as supplied by the Owning Party, and (f) at the Owning Party’s reasonable request, all depictions of such Marks which the Using Party intends to use will be submitted to the Owning Party for approval of design, color, or other details. The provisions of this Section 7.2 will also apply to any Marks owned by any Data Source or other third party providers of Customer Data, with such third party provider considered to be the Owning Party.

15. 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 Confidential Information includes, without limitation, the Developer Materials, the BILL API, Application Key, the Test Accounts, BILL Services and any modifications, enhancements, updates and derivative works thereof. 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 without use of the other party’s Confidential Information, 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 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 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 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 law, regulation or standards and to any governmental agency or standards body or regulatory body, provided that before disclosing such information if reasonable to do so given the relevant regulation, standard or law, the disclosing party must provide the non-disclosing party with sufficient advance notice of the 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.

16. **Feedback.** You may provide feedback to BILL regarding Developer Materials, the BILL API, Application Key, the Test Accounts, BILL Services and any modifications, enhancements, updates and derivative works thereof ("Feedback"). BILL will own and have a right to fully exploit such Feedback as it deems appropriate. You hereby agree to and hereby do make assignments necessary to accomplish the same.

17. **Term; Termination.** 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 (if any specified by BILL) 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 the 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. Either party shall have a right to terminate this Agreement for convenience with thirty (30) days' 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 API, Your Application Key and Your Test Accounts. Sections 2 (Restrictions), 6 (Customer Data), 8 (Fees), 12 (Proprietary Rights), 13 (Confidential Information), 17 (Feedback), 15 (Term, Termination), 17 (Indemnification), 18 (Disclaimer of Warranties and Limitation of Liability), and 19 (Miscellaneous) shall survive any termination or expiration of this Agreement.

18. **Modification.** BILL may modify this Agreement from time to time by posting the modified Agreement to its developer web site. If You or Your Representatives, or Your customers continue to use the Developer Materials, the BILL API, or the Application Key following such modifications, such use constitutes Your agreement to be bound by the modifications. If you do not agree to the modifications to this Agreement, you must stop all use of Developer Materials, the BILL API and the Application fee and return the same to BILL together with notice that you intend to terminate this Agreement.

19. **Indemnification.** You will indemnify, hold harmless, and defend BILL, 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 or any use of Developer Materials, BILL API or Test Accounts in a manner which is not consistent with the terms of this Agreement, including any claims alleging that the Integrated Application infringes any third party intellectual property rights. In connection with any such indemnity BILL will promptly notifies You of the claim.

20. **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 DEVELOPER MATERIALS, THE BILL.COM SERVICE 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. BILL MAY BE LIABLE FOR DIRECT DAMAGES FOR AMOUNTS UP TO—BUT NOT EXCEEDING—THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY DEVELOPER TO BILL HEREUNDER. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

21. 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) BILL API or Test Accounts 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 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 and such BILL customers shall govern. Written notice to You from BILL shall be deemed



delivered if delivered in accordance with this Agreement or upon sending an e-mail to the e-mail address in Your BILL 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 registration. Written notice by You to BILL shall be deemed delivered upon sending an email to the e-mail address then set forth on the BILL 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 developer web site. Nothing hereunder will prevent or restrict BILL from discontinuing access to or changing in its sole discretion and at any time any Developer Materials, the BILL API, this Agreement, or any BILL 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's employees are not authorized to make modifications to this Agreement, or to make any additional representations, commitments or warranties binding on BILL, except in a written agreement signed by an authorized officer of BILL that expressly supersedes this Agreement in whole or in part.

EXHIBIT A  
DEVELOPER COMPLIANCE AND SECURITY REQUIREMENTS

1. Compliance and Monitoring. You agree to reasonably cooperate with all requirements set forth by BILL to ensure legal and regulatory compliance of your use of the BILL API. You agree that we may monitor or analyze your access and use of the BILL API to verify your compliance with the Agreement, to ensure the quality and reliability of the BILL API, to improve the BILL API and the Services, and for any other business purpose. You agree not to interfere with any such monitoring, and you understand that we may use any technical means to overcome such interference. You agree to provide us with any information or materials we request to verify your compliance with the Agreement, including, free of charge, access to any test accounts or Applications.

2. Integrated Application Security. You agree to maintain comprehensive, industry-standard information security and data privacy compliance policies and procedures to protect Users and Customer Data, and you will provide the results of any security audits (including any SOC-2 audit) you undertake to us upon our request. You will ensure that your Integrated Application receives and transmits data with a protocol at least as secure as those accepted by the BILL API, and that your Integrated Application contains protections that are adequate to keep secure and prevent the interception of any Customer Data. You agree to periodically assess the security of your BILL API Integrated Application to ensure it is maintained free of defects and security vulnerabilities; and you will share the results of such assessment with us upon request. We may require that such an assessment be conducted prior to granting you access to the BILL API or at any other time that we deem reasonably necessary to ensure the security of your Integrated Application or the BILL API. You will not attempt to circumvent any security measures or technical limitations imposed by us or by the BILL API.

3. Security Incidents and Notification. You will use best efforts to protect Customer Data and any BILL Data collected by your Integrated Application, from any unauthorized access, use, or disclosure ("Security Incident"). You and your Integrated Application will comply with laws that protect Customer Data, and all other applicable privacy laws and regulations. You will notify us within 48 hours of becoming aware, or have reason to suspect the occurrence of any Security Incident or other security breach (including any actual, or suspected theft, loss or misuse of Customer Data) that you discover or suspect in connection with: (a) your use of the BILL API, or (b) your Integrated Application. You agree to collaborate with BILL on creating a notification and remediation strategy for Users. You also agree to promptly notify any Users whose information may have been affected to the extent required by Applicable Law. You shall not perform any penetration or security testing of the BILL Technology, including but not limited to "ethical hacks." You agree to compensate Customers for any direct costs related to any security breach of Your systems. BILL may suspend Your access or terminate this Agreement to remedy or avoid a credible threat to the safety and security of BILL, Data Sources or Customers.