

Fill in this information to identify the case:

Debtor 1 Thrasio, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of New Jersey

Case number 2024-11902-CMG

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is the date of the notice of bankruptcy (Form 309) that you received.

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

Part 1: Identify the Claim

1. Who is the current creditor? BlackLine Systems, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Name <u>BlackLine Systems, Inc.</u>	same
Number Street <u>21300 Victory Blvd., 12th floor</u>	Number Street
City State ZIP Code <u>Woodland Hills CA 91367</u>	City State ZIP Code
Contact phone <u>818-223-9008</u>	Contact phone _____
Contact email <u>joe.silver@blackline.com</u>	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

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Part 2 Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$199,900.00 Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Accounting Systems - See Attached

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % Fixed Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ 166,583.33

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3 Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/21/2024
MM / DD / YYYY

DocuSigned by:
Joe Silver
779825EA4867404...

Print the name of the person who is completing and signing this claim:

Name Joe Silver
First name Middle name Last name

Title Senior Director, Accounts Receivable

Company BlackLine Systems, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 21300 Victory Blvd., 12th Floor
Number Street

Woodland Hills CA 91367
City State ZIP Code

Contact phone 818-223-9008 Email joe.silver@blackline.com

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re: Thrasio, LLC

Case No. 2024-11902-CMG

**ADDENDUM TO PROOF OF CLAIM FILED BY
BLACKLINE SYSTEMS, INC.**

BlackLine Systems, Inc., (“Claimant”) asserts a claim (the “Claim”) against Thrasio, LLC (the “Debtor”), for all post-petition amounts incurred and not otherwise paid in the ordinary course of business, including pursuant to sections 503(b) and 507(a)(2).

BlackLine provides accounting software services pursuant to the Order Form and Agreement dated December 30, 2021, an Amendment Order Form dated March 31, 2022 and a Renewal Order Form dated December 30, 2023 (“BlackLine Contract”). Claimant asserts this Claim based on any and all amounts owed to Claimant for such services provided to the Debtor, or through the Debtor as agent for others, provided pursuant to the Order Form, the Renewal Order Form and the post-petition Invoice between the parties and all invoices issued for subscription services ordered by the Debtor or its affiliates or any other agreement between the parties. As of the petition date of February 28, 2024, there is an outstanding invoice dated December 30, 2023, in the amount of \$199,900.00 for the period of December 30, 2023 through December 29, 2024. Pro-rated for the pre-petition period and post-petition period, there is approximately \$33,316.67 owed for the pre-petition period and \$166,583.33 for the post-petition period. Payment was due according to the invoice on January 29, 2024. True and correct copies of the Order Form and Agreement, Amendment, and the post-petition Invoice are attached hereto as *Exhibit A*.

Claimant is informed and believes that all Debtors benefitted from the services provided to them by Claimant both pre-petition and post-petition and thus, reserves the right to assert post-petition claims against any and all Debtors.

Claimant expressly reserves the right to periodically amend this Proof of Claim, to file additional Proofs of Claim for additional claims, including a right of setoff and/or recoupment, or to provide additional documents or evidence to support this Claim.

Claimant reserves the right to amend this Claim to include attorneys’ fees, costs, or other expenses as they will continue to accrue.

The amount stated herein does not include interest on the indebtedness that continues to accrue after the Petition Date, all claims and rights to which Claimant hereby asserts, and Claimant reserves Claimant’s right to amend the Claim to state such amounts when they become known.

Nothing stated in this Claim shall constitute: (i) a waiver or release of the rights of Claimant against the Debtor, its principals or agents, or any other person or property; (ii) a waiver or release of the rights of Claimant to contest any proceeding commenced in the Debtor’s bankruptcy case against or otherwise involving Claimant; (iii) a waiver of any default, event of default, or similar event, whether specified or not herein; (iv) an election of remedies or choice of law; or (v) an admission by Claimant as to any matter, including any liability with respect to any matter. Claimant hereby expressly reserves all of its rights to: (i) assert additional claims

against the Debtor; (ii) assert claims against parties other than the Debtor; and (iii) amend, modify, withdraw, and/or supplement this Claim in any respect.

This Proof of Claim is filed to preserve the rights of Claimant. By filing this Proof of Claim, Claimant does not expressly or impliedly consent to the jurisdiction of the Bankruptcy Court.

Exhibit A

**BLACKLINE**Order Number:
Offer Good Through:Q090488
Dec 30, 2021**Order Form****Customer Information:****Bill To:**Thrasio, LLC
Melissa Mick
85 West St
Walpole, MA 02081-1844
United States**Sold To:**Thrasio, LLC
Melissa Mick
85 West St
Walpole, MA 02081-1844
United States**Phone:** 918-457-0131**Email:** [REDACTED]**Contract Terms:****Initial Term:** 36 Months
Renewal Term: 12 Months
License Admin: Amanda Rountree**Billing Method:** Email
Payment Method: ACH
Payment Terms: Net 30
Currency: USD
Data Location: USA**Order Details:**

Product	Charge Type	Billing Period	Quantity	Unit Price	Total Price
Modern Accounting Playbook (MAP) Solutions	Recurring	Annual	50	\$1,700.00	\$85,000.00
Overage Fee per Record	Usage	Month	-	\$0.10	
NetSuite Connector	Recurring	Annual	1	\$0.00	\$0.00
Variance Analysis Add-on	Recurring	Annual	50	\$200.00	\$10,000.00
Solutions Add-on Rate Plan - 500,000 Records / Month	Recurring	Annual	1	\$27,000.00	\$27,000.00
Overage Fee per Record	Usage	Month	-	\$0.02	
BlackLine Modern Accounting Playbook (MAP) Core Implementation	One-Time		1	\$3,000.00	\$3,000.00
Implementation - Transaction Matching - Hourly	Usage	Month	-	\$225.00	
Implementation - Variance Analysis - Hourly	Usage	Month	-	\$225.00	

Order Number:	Q090488
Offer Good Through:	Dec 30, 2021
Initial Payment:	\$125,000.00

Subscription Terms

Customer hereby subscribes to BlackLine's products and/or services described in this Order Form. Customer's use of BlackLine products and/or services is governed by the terms and conditions of this Order Form (including all exhibits) and the MSA (including any addenda), which together constitutes the entire agreement between the parties. "MSA" shall mean BlackLine's Master Subscription Agreement, and/or Services Agreement, or other similar agreement signed by and between Customer and BlackLine governing Customer's use of BlackLine's products and/or services, as same may be/have been amended by the parties from time to time. If no such agreement has been separately executed by the parties, this Order Form together with the BlackLine Master Subscription Agreement clicked through upon Customer's first login shall become the MSA governing Customer's use of BlackLine's products and/or services. In the event of conflict between the terms of this Order Form and the terms contained in the MSA, the terms of this Order Form shall prevail, and in the event of a conflict between Order Forms of the same subject, the later dated Order Form shall prevail.

Additional Terms

1. The price increase fee for the first and second 12-month Renewal Terms following the Initial Term shall be limited five (5%) percent. Notwithstanding the foregoing, any renewal in which the subscription of any Hosted Service reduces the annual contract value from the prior Term will result in re-pricing at renewal without regard to the prior Term's pricing or the foregoing sentence and without any notice requirement set forth in the Agreement.
2. In the event Customer exceeds its rate plan threshold (records per month) in any given billing period of one calendar month BlackLine agrees to relinquish its right to collect the Transaction Matching Overage Fees that have accrued, provided Customer upgrades to the higher tiered rate plan prior to the end of the then-current monthly billing period. If Customer fails to upgrade, the Overage Fee will be due and payable in accordance with the Agreement.
3. Prior to first Renewal, Customer may upgrade the subscription through a subsequent Amendment Order Form with the license(s) and or product(s) at the pricing specified below:

- (a) Transaction Matching Solution Rate plan at a fifty percent (50%) discount from the current list price.

Added license(s) and or product(s) will be subjected to the following: (i) coterminous with the current Term; and (ii) prorated for the remainder of the current billing period.

4. Manual Renewal. This Order Form and the MSA shall not automatically renew at the conclusion of its Term. Thirty (30) days prior to the expiration of the Term, BlackLine will provide notice to Customer of the option to renew for twelve months (a "Renewal Term") as set forth in a renewal Order Form. BlackLine's receipt of such signed renewal Order Form shall be deemed to be Customer's agreement to extend the Term for the period set forth on such renewal Order Form, subject to Customer's payment obligations as set forth herein. Customer acknowledges that, in the absence of such renewal, the MSA and the Order Form shall terminate as of the last day of the then-current Term and Customer shall have no further right to access the Hosted Service.

Modern Accounting Playbook (MAP) Solutions

Modern Accounting Playbook (MAP) Solutions includes Account Reconciliations, Task Management, Enhanced Reporting, Data Import Utility, Unlimited Automated Imports, Single Sign-On (SSO), Exception Handling, Sandbox, one available ERP connector (listed as a separate line item above) and Transaction Matching (up to 10,000 records/month with an overage rate of US\$0.10 per record for any records in excess of the 10,000 records/month unless otherwise agreed and listed under Order Details of the Order Form).

Solutions Add-on Rate Plan - 500,000 Records / Month

The Matching Rate Plans offer several rate plan options for Transaction Matching for BlackLine Customers to select. Based upon the particular rate plan chosen and reflected in the Order Form, Customer will have a monthly limited quantity of Records ("Monthly Limit") that can be loaded into the BlackLine instance. Any Records loaded in excess of the Monthly Limit will be billed at an overage fee that equals to the sum of the number of Records over the Monthly Limit times the fee rate for Record overage ("Record Overage Fee"). Customer can obtain its current Record usage for a given month through BlackLine's Support team upon request. For purpose of the Agreement, a "Record" is defined as any row of data or line item that is loaded into a data source within the BlackLine instance. A Record is counted for each data source regardless of Customer's use of

the data source (i.e. Transaction Matching, Daily Reconciliation views, Automated Journals).

**BlackLine Modern Accounting Playbook (MAP) Core Implementation
Statement of Work**

**Implementation – Core Products
Overview**

This Statement of Work ("SOW") sets forth the implementation services ("Services") to be provided by BlackLine Systems, Inc. and its Affiliates (collectively, "BlackLine") to the undersigned below ("Customer") for the BlackLine products and services set forth in the related Order Form (the "Project").

This SOW is governed by the terms of the Services Addendum (the "Addendum") under the Master Subscription Agreement, or other similar agreement, signed between BlackLine and Customer governing the Services to be provided by BlackLine to Customer under an SOW or Order Form (collectively, the "Agreement"). In the event of a conflict between the applicable Order Form and this SOW, the applicable Order Form shall control. In the event of a conflict between the Agreement (other than the Order Form) and this SOW, this SOW shall control. The terms and conditions of this SOW shall apply only to the Services set forth under this SOW and not to Services set forth under any other Statement of Work pursuant to the Agreement. All capitalized terms used herein that are not otherwise defined shall have the meanings given to them in the Agreement.

1. In-Scope Summary

Under this SOW, BlackLine's Account Reconciliations, Task Management, and Transaction Matching for bank (BAI2, MT940, or CAMT053 file type only) reconciliations will be implemented for one ERP in the following list: NetSuite, Sage Intacct (collectively, "Core Products"). For clarity, BlackLine will assist in the configuration of only one BlackLine ERP connector. For Transaction Matching, (a) matching configuration is for Bank Reconciliation using one bank file (BAI2, MT940, or CAMT053) from one banking institution and one ERP only, (b) only one (1) preconfigured match set with pass rules is provided and (c) PGP encryption of matching data is not supported.

The Services include the following phases:

2. Prerequisites

- After receiving BlackLine.com login credential, Customer will review and prepare all of the project initiation prerequisites defined in the introductory email.

3. Initiation

BlackLine's Responsibilities:

- Review the project scope laid out in this SOW and prepare project management materials
- Provide an overview of the Core Products solution and approach
- Establish project administrative responsibilities
- Finalize project plan, timing, and requirements
- Review configuration and project tracking approach
- Provide Customer with all required product documentation
- Set up key members of the Customer team in the BlackLine Support Portal

Customer's Responsibilities:

- Ensure key Project members attend required meetings
- Determine and communicate to BlackLine the targeted project go-live date
- Review implementation materials provided
- Review and maintain Project Plan in BlackLine
- Access BlackLine resources including the Community and BLU

4. Configuration

BlackLine's Responsibilities:

- Provide overview of required inputs for Core Products solution

- Provide guidance based on leading practices
- Assist in completing BlackLine import templates
- Configure BlackLine Sandbox based on available leading practice settings and Customer provided inputs, including GL Mapping of transactions for up to 15 accounts
- Coordinate SFTP setup
- Coordinate SSO setup (if required)
- Provide Connector installation and configuration support
- Configure leading practice reports and alerts

Customer's Responsibilities:

- Attend all required meetings
- Complete business configuration workbook: Provide required inputs and Answer follow up questions/provide clarifications to BlackLine's implementation consultant based on their review
- Customer IT alignment with BlackLine process
- Coordinate with BlackLine on SFTP, SSO and Connector set up

5. Validation

BlackLine's Responsibilities:

- Review configuration and other items requiring validation with Customer
- Make necessary updates based on Customer's feedback

Customer's Responsibilities:

- Validate data and configuration including but not limited to the following:
Connector Extracts, Data Imports configured by BlackLine based on Business Inputs, Matching data and logic
- Provide feedback to Customer's IT and BlackLine to make necessary changes in a timely manner
- Provide final review and sign off of configuration

6. Training

BlackLine's Responsibilities:

- Provide assistance logging into BLU and ensure users can access Core Products Learning Paths
- Provide guidance on Learning Paths for project Core Products
- Provide UAT scripts to Customer based on solution
- Meet with Customer to provide clarification, assist with questions resulting from Learning Path training, UAT and other Customer testing in Sandbox

Customer's Responsibilities:

- Watch defined Learning Paths provided
- Perform UAT scripts
- Require users to perform sample activities of their own in Sandbox instance
- Project team to ensure all users attend training Q&A session(s) as applicable

7. Go-Live

BlackLine's Responsibilities:

- Review instance configuration
- Move configuration and import processes from Sandbox to Production
- Enable alerts and schedule reports and interfaces
- Advise Customer on next steps
- Respond to go-live questions until after first financial close is completed
- Transition to BlackLine Support Services team
- Conduct a post project review

Customer's Responsibilities:

- Manage the sending and/or receipt of files to the BlackLine SFTP site for the automation of the BlackLine processes
- Validate the configuration in Production
- Ensure key members attend the post project review

8. Project Administration

BlackLine's Responsibilities:

- Conduct weekly status and working meetings with Project team
- Follow up on any identified issues
- Identify and escalate, as needed, any issues noted as risks to Project

Customer's Responsibilities:

- Participate in weekly status and working meetings with BlackLine consultant
- Compile and present user questions for review and resolution

9. Period of Performance

The period of performance is defined as no later than or up to 120 days starting on the date of the assignment of the BlackLine resource(s). All work must be scheduled to complete within this timeframe; provided, however, that completion shall be subject to Customer's timely performance of all tasks reasonably necessary to enable BlackLine to perform its obligations.

10. Place of Performance

BlackLine will perform the work at its own facilities (i.e., remote locations from Customer).

Implementation - Transaction Matching - Hourly

Transaction Matching Implementation is available at the hourly rate quoted on this Order Form. The total number of hours is based on the complexity of the data sources being implemented, plus travel and per diem expenses if applicable.

Implementation - Variance Analysis - Hourly

Statement of Work

Implementation - Variance Analysis

Statement of Work Overview

This Statement of Work ("SOW") sets forth the implementation services to be provided to Customer by BlackLine Systems, Inc. and its Affiliates (collectively, "BlackLine") for the BlackLine products & services set forth in the Order Form ("Project"). This SOW is governed by the terms of the Order Form and the Master Subscription Agreement, or other similar agreement by and between BlackLine and Customer as same may be/have been amended by the parties from time to time ("Agreement"). In the event of a conflict between the terms of this SOW and the Agreement, this Agreement shall control. Terms used in this SOW shall have the meaning set forth in the Agreement.

Project Charter and Scope

This Project includes assumptions to-date as well as the exclusions to the Project as stated in this SOW ("Scope"). Any deviations from the Scope set forth herein, shall be subject to an additional agreement by and between BlackLine and Customer.

Summarized Project Cost

The services costs of the Project as described in this SOW appear below.

Project Scope Statement

Implementation - Variance Analysis

BlackLine will provide implementation and training for Variance Analysis to Customer of BlackLine upon request. This plan is structured to implement Variance Analysis quickly for the Customer with limited involvement from BlackLine. BlackLine's involvement is estimated between 10 - 20 hours on this Project. The implementation includes the following phases:

1. Prerequisites

Customer is required to review the implementation documents - import templates, import template specifications and Project guidelines. All documents are supplied upon execution of the Order Form. After

receiving the BlackLineOnDemand.com login credential, Customer is required to view the implementation kickoff training in BlackLine U.

2. Kickoff, Settings and Best Practices Discussions: 3 - 6 hours

BlackLine's Deliverables:

- Lead the Project kickoff call
- Configure the FTP import process in BlackLine
- Review basic settings and functionality
- Discuss basic best practices
- Coordinate with Customer on SSO setup

Customer's Deliverables:

- Key Project members attend the kickoff call
- Determine and communicate to BlackLine the targeted Project go-live date
- Coordinate with Customer IT on FTP file creation and transmission
- Coordinate with BlackLine on SSO setup

3. Configuration and Validation: 4 - 7 hours

BlackLine will provide data import templates and an implementation manual to guide Customer through the configuration of its BlackLine instance.

BlackLine's Deliverables:

- Enable restricted settings
 - o Segment Configuration Combination
 - o Currency Settings
 - o Frequency settings
- Review Customer data import files for proper formatting
- Assist with importing data to BlackLine
- Advise on variance rules and variance grouping

Customer's Deliverables:

- Populate data import templates
 - o Create automated extracts to populate templates
 - o Schedule extracts to push data to BlackLine's FTP server
- Validate data extracts from ERP system
- Import data into BlackLine
 - o Initial data imports
 - o Subsequent data imports
- Enable settings based on business requirements
- Create variance rules and set-up variance groups
- Assign Users to roles and variances
- Assign settings to variance accounts and groups

4. Training and UAT: 2 - 4 hours

This phase is performed after the BlackLine instance has been configured and populated with data.

BlackLine's Deliverables:

- Provide User training
- Provide administrator training
- Review the purpose and use of BlackLine U and Community
- Assist Customer in determining key areas which Customer should test and review

Customer's Deliverables:

- Define scope of User Acceptance Testing (UAT)
- All Users attend BlackLine recommended BlackLine U trainings
- Project team to ensure all Users attend training
- Perform UAT with end Users

5. Go-live Support: 1 - 3 hours

BlackLine's Deliverables:

- Review instance configuration
- Assist with go-live by answering User questions
- Advise Customer on next steps
- Transition Customer to BlackLine Support

Customer's Deliverables:

- Start use of the BlackLine application
- Ensure Users are performing variances
- Document and/or make appropriate configuration changes based on BlackLine's instance review and best practices recommendations
- Provide BlackLine with confirmation of being live with the BlackLine application
- Conduct a post-project review
 - Recurring Customer responsibilities
 - Future rollouts (additional products and/or Users)

Project Assumptions

- Customer will provide necessary resources to make timely configuration decisions
- Customer and BlackLine will have weekly status meetings
- The Project duration is estimated at 1-2 months from the Project kickoff date

Project Summary / Cost Estimates

The Project costs and milestones are as follow:

MILESTONES

Kickoff, Settings and Best Practices Discussions: 3-6 Hours

Configuration and Validation: 4-7 Hours

Training and UAT: 2-4 Hours

Go-live Support: 1-3 Hours

Total Implementation Hours: 10-20

FEES

All time incurred will be billed at the agreed upon hourly rate stated in the Order Form.

Fees will be invoiced to Customer on a monthly basis and are due and payable pursuant to the terms of the Agreement and the Order Form by and between BlackLine and Customer. All reasonable travel, meals, and living expenses are subject to Customer's prior written approval and shall be billable at cost and all such expenses shall be borne solely by Customer.

Change Request Process

At any time during the Project, either party may request a Project modification. Specifically:

- (i) Customer may request a modification by providing BlackLine written notice that describes in reasonable detail the requested modification. BlackLine will provide a written response to the request to Customer within three (3) business days.
- (ii) BlackLine may request a modification by providing Customer written notice that describes in reasonable detail the requested modification. Customer will provide a written response to the request to BlackLine within three (3) business days.
- (iii) In the case BlackLine elects to proceed with the change requested by Customer or is itself requesting a change in the Project, BlackLine shall provide Customer with a Change Request Form ("CRF") to be mutually agreed upon which will include the estimated effort required to make the requested modification(s) and the impact on the estimated cost and specifications.

Termination

The performance of the implementation services contemplated by this SOW shall commence on the effective date of the Order Form and will continue until the first of the following to occur: (I) this SOW is terminated in

accordance with the Agreement, or (ii) BlackLine has completed the implementation contemplated hereby. If this SOW is terminated in accordance with the Order Form or the Agreement prior to completion of the implementation, Customer will pay for the total hours performed pursuant to this SOW prior to the effective date of termination. All payment obligations under this SOW shall expressly survive expiration or termination of this SOW.

When duly authorized and executed by the parties hereto, this Order Form shall constitute a binding agreement between the parties effective as of the later signature date ("Contract Start Date") stated below.

BlackLine Systems, Inc.

Thraslo, LLC

DocuSigned by:
Karole Morgan-Prager
Signature: 113FB8F5A0D341F...
Name: Karole Morgan-Prager
Title: Chief Legal and Administrative Officer
Date: December 30, 2021

DocuSigned by:
Melissa Mick
Signature: F88A31D4735F4E6...
Name: Melissa Mick
Title: VP Controller/Principal Acctg Officer
Date: December 30, 2021

Statement of Work Implementation Services – Transaction Matching

Overview

This Statement of Work ("SOW") sets forth the implementation services to be provided to Customer by BlackLine Systems, Inc. and its Affiliates (collectively, "BlackLine") for the BlackLine products & services set forth in the related Order Form ("Project"). This SOW is governed by the terms of the related Order Form and the Master Subscription Agreement, or other similar agreement by and between BlackLine and Customer as same may be/have been amended by the parties from time to time ("Agreement"). In the event of a conflict between the terms of this SOW and the Agreement, this Agreement shall control. Terms used in this SOW shall have the meaning set forth in the Agreement.

Project Charter and Scope

This Project includes assumptions to-date as well as the exclusions to the Project as stated in this SOW ("Scope"). Any deviations from the Scope set forth herein, shall be subject to an additional agreement by and between BlackLine and Customer.

Implementation Services

The Implementation Services for Transaction Matching covered by this SOW include the following prerequisites and phases outlined in the Project Scope RACI diagram below:

The RACI model is a straightforward tool used for identifying roles and responsibilities and avoiding confusion over those roles and responsibilities during a project. The acronym RACI stands for:

- **Responsible:** The person who does the work to achieve the task. They have responsibility for getting the work done or the decision made.
- **Accountable:** The person who is accountable for ensuring the correct and thorough completion of the task. This must be one person and is often the project executive or project sponsor.
- **Consulted:** The people who provide information for the project and with whom there is two-way communication. This is usually several people, often subject matter experts.
- **Informed:** The people kept informed of progress and with whom there is one-way communication. These are people that are affected by the outcome of the tasks and need to be kept up-to-date.

Project Scope RACI				
[R = Responsible, A = Accountable, C = Consulted, I = Informed, blank = n/a]				
Phase	Activity	BlackLine	Client Business	Client IT
1. Prerequisites	Review Kickoff docs	C	A	I
	Review training materials	C	A	I
2. Planning	Introduction call			
	Review the Project scope laid out in SOW	G	A	R
	Collaborate to identify key Project members	G	A	R
	Establish project administration responsibilities	A	R	R
	Kickoff			
	Walk through the Transaction Matching product	A	R	I
	Finalize Project Plan	C	A	R
	Introduce and begin work on Data Collection Workbook	R	A	R
3. Design	Review current processes and data requirements	G	A	R
	Provide guidance on best practices, design options and use cases	A	R	R
	Discuss file transfer, SSO, Connector options	A	R	R
	Customer provides sample files and data definitions for each data source identified in the Data Collection Workbook	C	A	R
	Complete the Data Collection Workbook	C	A	C
4. Build	Configure Restricted Settings	A	R	I
	Configure other applicable Settings	C	A	I
	Configure SSO	R	R	A
	Configure SFTP and Connector, if applicable	R	R	A
	Create Data Sources			
	BlackLine created Data Sources	A	C	
	Customer created Data Sources	C	A	
	Identify matching logic	C	A	
	Create match sets and pass rules	C	A	
	Scheduling imports and matching engine execution (SFTP setup required)	C	A	C
Validate all data and setup	C	A	C	
5. Test	Collaborate to design effective User Acceptance Testing ("UAT") scenarios	C	A	R
	Execute UAT scenarios	C	A	R
	Import and validate data for each Data Source	C	A	R
	Execute UAT scenarios	C	A	R
	Create additional or edit existing matchsets and passrules	C	A	
6. Train	Identify and resolve issues in design or logic resulting from UAT (may require Change Request)	C	A	R
	BlackLine's best practice is to use the Train-the-Trainer approach to end user training.	A	R	R
7. Deploy	Move datasources and import processes from Sandbox to Production	A	I	
	Configure Matchsets and Passrules in Production	C	A	
	Establish schedules for imports and matchsets, as appropriate	C	A	
	Signoff/approval of production configuration	C	A	I
8. Post Deploy	Respond to go-live questions until transitioned to Support Services team	A	R	I
	Transition to BlackLine Support Services team	A	R	I



Summarized Project Cost

The Services are performed on a time-and-materials basis at the per-person hourly rate specified in the applicable Order Form. Customer hereby agrees that the Services are delivered on an hourly basis only, with no minimum purchase requirement and therefore do not include any kind of deliverables or milestones for delivery and do not involve the acceptance of any deliverable. The estimated hours (FTEs, man hours etc.) of the Services are as follows:

Implementation Services

Task	Hours
<i>Plan</i>	2
<i>Design</i>	4
<i>Build</i>	11
<i>Test</i>	26
<i>Train</i>	39
<i>Deploy</i>	9
<i>Post Deploy</i>	18
<i>Project Administration</i>	16
Total Implementation Services	125

Fees will be invoiced to Customer on a monthly basis and are due and payable pursuant to the terms of the Agreement and the Order Form by and between BlackLine and Customer. All reasonable travel, meals, and living expenses are subject to Customer's prior written approval and shall be billable at cost and all such expenses shall be borne solely by Customer.

Change Request Process

At any time during the Project, either party may request a Project modification.

Specifically:

- i. Customer may request a modification by providing BlackLine written notice that describes in reasonable detail the requested modification. BlackLine will provide a written response to the request to Customer within three (3) business days.
- ii. BlackLine may request a modification by providing Customer written notice that describes in reasonable detail the requested modification. Customer will provide a written response to the request to BlackLine within three (3) business days.
- iii. In the case BlackLine elects to proceed with the change requested by Customer or is itself requesting a change in the Project, BlackLine shall provide Customer with a Change Request Form ("CRF") to be mutually agreed upon which will include the estimated effort required to make the requested modification(s) and the impact on the estimated cost and specifications.

Termination

The performance of the implementation services contemplated by this SOW shall commence on the effective date of the related Order Form (if executed with the related Order Form) or the later signature date below (if executed without the related Order Form) ("Effective Date") and will continue until the first of the following to occur: (i) this SOW is terminated in



accordance with the Agreement, or (ii) BlackLine has completed the implementation contemplated hereby. If this SOW is terminated in accordance with the related Order Form or the Agreement prior to completion of the implementation, Customer will pay for the total hours performed pursuant to this SOW prior to the effective date of termination. All payment obligations under this SOW shall expressly survive expiration or termination of this SOW.

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

BlackLine Systems, Inc.

Thrasio, LLC

DocuSigned by:
 Signature: *Karole Morgan-Prager*
115FB8F5A6D341F...
 Name: Karole Morgan-Prager
 Title: Chief Legal and Administrative officer
 Date: December 30, 2021

DocuSigned by:
 Signature: *Melissa Mick*
F00A31D4735F4E6...
 Name: Melissa Mick
 Title: VP Controller/Principal Acctg Officer
 Date: December 30, 2021

BlackLine Systems, Inc.
Master Subscription Agreement

IMPORTANT – READ CAREFULLY

THIS MASTER SUBSCRIPTION AGREEMENT (“MSA”) IS ENTERED BETWEEN YOU AS A CUSTOMER AND BLACKLINE AS SERVICE PROVIDER FOR BLACKLINE’S HOSTED SERVICE. THE TERMS AND CONDITIONS OF THIS MSA WILL BE LEGALLY BINDING ON YOU UPON THE PARTIES’ MUTUAL EXECUTION OF A BLACKLINE ORDER FORM. YOU AND BLACKLINE ARE INDIVIDUALLY REFERRED TO AS A “PARTY” AND COLLECTIVELY AS THE “PARTIES”.

TERMS AND CONDITIONS

1. Definitions.

1.1 **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity.

1.2 **“Agreement”** means this MSA and its appendices, any Order Forms signed by the Parties and additional documents and materials incorporated by reference herein.

1.3 **“BlackLine”** means BlackLine Systems, Inc., a California corporation, having a principal place of business at 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367.

1.4 **“BlackLine API”** means the application programming interface and related Documentation BlackLine makes available to you through your subscription to the Hosted Service.

1.5 **“BlackLine Technology”** means all BlackLine proprietary technology (including the BlackLine API, software, products, processes, user interfaces, trade secrets, know-how, techniques, designs, report layout or output layout generated by the Hosted Service, and other tangible or intangible technical material or information) which BlackLine makes available to you from time to time in providing the Hosted Service.

1.6 **“Confidential Information”** means any information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) in any form, that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances surrounding the disclosure. Confidential Information includes, but is not limited to, the Hosted Service, Customer Data, Documentation, BlackLine’s pricing and the terms and conditions of this MSA and Order Form. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is received from a third party without an obligation of confidentiality; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.

1.7 **“Content”** means the information, documents, software, products and services contained or made available to you in the course of using the Hosted Service.

1.8 **“Customer”, “you”, or “your”** means the entity executing an Order Form and entering into this MSA.

1.9 **“Customer Application”** means any application, integration, customization or extension developed by you that interfaces with the Hosted Service using any BlackLine API. A Customer Application may also be considered a Third Party Application.

1.10 **“Customer Data”** means any data, information or material you provide, submit or upload to the Hosted Service.

1.11 **“Data Protection Laws”** means all laws and regulations (including, without limitation, EU Data Protection Laws), applicable to BlackLine’s processing of Personal Data under this Agreement.

1.12 **“Documentation”** means the user instruction materials, as updated from time to time, describing the use and operation of the Hosted Service that are provided in the Hosted Service’s “Help” files.

1.13 **“Downtime”** means when you are unable to transmit and/or receive data from the Hosted Service, but does not include the effects of any Internet, Customer network or other connectivity issues which are not within BlackLine’s control.

1.14 **“Europe” or “EU”** means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

1.15 **“EU Data Protection Laws”** means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“**GDPR**”); (ii) applicable national implementations of the GDPR; (iii) the United Kingdom Data Protection Act 2018 and the GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

1.16 **“Emergency Repair”** means required repairs as a result of an emergency which may delay or interrupt your use of the Hosted Service, and the necessity of which is not known to BlackLine in advance of its occurrence.

1.17 **“Effective Date”** means the date set forth in your initial Order Form.

1.18 **“Hosted Service”** means BlackLine's online products reflected on an Order Form accessed at a web site designated by BlackLine, to which you are being granted access under the Agreement, including the applicable BlackLine Technology and Content.

1.19 **“Initial Term”** means the initial period that commences on the Effective Date for the period set forth in the initial Order Form.

1.20 **“Intellectual Property Rights”** means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, in each case whether registered or unregistered, including derivatives thereof and all renewals thereto as well as other forms of protection of a similar nature anywhere in the world.

1.21 **“License Administrator(s)”** means the User(s) you designate who are authorized to purchase licenses by executing Order Form(s) and to create User accounts and otherwise administer your use of the Hosted Service.

1.22 **“Order Form”** means a written form evidencing a subscription for the Hosted Service and any subsequent subscriptions and related Services (as defined below) executed by both Parties or an online form generated by BlackLine and executed by you, specifying the number of Users, the products and Services contracted for, and applicable fees, billing periods and other charges as agreed by the Parties. Each Order Form is incorporated by reference into this Agreement. Except as specifically provided herein, in the event of a conflict between the terms and conditions of this MSA and the terms of an Order Form, the terms of the Order Form will prevail.

1.23 **“Personal Data”** shall (i) with respect to the member countries of the EU, have the meaning ascribed to that term in Article 4 of the GDPR or in the applicable implementing EU Data Protection Laws; and (ii) with respect to any other country, mean information that falls within the definition of “personal data”, “personal information” or any comparable term used in the Data Protection Laws of such country, where for each (i) and (ii), such data is Customer Data and protected under Data Protection Laws.

1.24 **“Renewal Term”** means a period, during which this Agreement is extended, the first of which periods, if any, begins upon expiration of the Initial Term as set forth in an Order Form and as further described in Section 8.1.

1.25 **“Scheduled Maintenance”** means maintenance which may delay or interrupt your use of the Hosted Service, and the necessity of which is known to BlackLine in advance of its occurrence. BlackLine will use all reasonable efforts to provide you with advance notice prior to Scheduled Maintenance and shall schedule Scheduled Maintenance to the extent practicable during periods of non-peak usage among its customer base.

1.26 “**Services**” has the meaning set forth under the Services Addendum in Appendix C.

1.27 “**Term**” means the Initial Term together with all Renewal Term(s).

1.28 “**Third Party Application**” means applications, integrations, implementations or other consulting services, provided by a party other than BlackLine, that can be used in connection with the Hosted Service.

1.29 “**User**” means Customer’s and Customer’s Affiliates’ employees, consultants, contractors and agents authorized by you to use the Hosted Service, and to whom you (or BlackLine at your request) have supplied a user identification and password.

2. Access and Use Rights; Restrictions.

2.1 License Grant. BlackLine authorizes you to access and use the Hosted Service during the Term stated in the applicable Order Form(s), solely for your own internal business purposes in accordance with the Documentation, subject to the terms of this Agreement. All rights not expressly granted to you are reserved by BlackLine. Individual User licenses may not be shared or used by more than one individual User but may be reassigned to new Users replacing former Users who no longer use the Hosted Service; provided that User licenses solely with respect to User roles for Internal Auditors or External Auditors (as set forth in the Documentation) may be shared. The rights granted to you in this Section 2.1 are non-exclusive, non-sublicensable and non-transferable.

2.2 Restrictions. You will not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Hosted Service; (ii) modify or make derivative works based upon the Hosted Service or otherwise violate BlackLine’s Intellectual Property Rights in the Hosted Service; (iii) create Internet “links” to the Hosted Service (other than internal links to the Hosted Service login display for your own internal business purposes); (iv) reverse engineer the Hosted Service; (v) access the Hosted Service for any benchmarking or competitive purposes; (vi) build a competitive product or service; (vii) build a product using similar ideas, features, functions or graphics of the Hosted Service; (viii) copy any ideas, features, functions or graphics of the Hosted Service; (ix) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material to the Hosted Service; (x) send or store material containing viruses, worms, Trojan horses, spam or other harmful computer code, files, scripts, agents or programs to or from the Hosted Service; (xi) interfere with or disrupt the integrity or performance of the Hosted Service or the data contained in it, including engaging in denial of service attacks; (xii) attempt to gain unauthorized access to the Hosted Service or its systems or networks; or (xiii) use the Hosted Service in violation of applicable law.

2.3 Affiliates’ Rights. Your Affiliates may use the Hosted Service to the same extent you may use the Hosted Service, and may access the same without additional charge to you (subject to the limitations set forth herein); provided however, that you will be responsible for the compliance of all such Affiliates with the terms and conditions of this Agreement, as if such Affiliates were parties hereto. All rights granted to an Affiliate hereunder will automatically cease upon that Affiliate ceasing to be your Affiliate.

2.4 Suspension for Ongoing Harm. BlackLine may, with notice to you, suspend your access to the Hosted Service if BlackLine reasonably concludes that your instance of the Hosted Service is being used to engage in denial of service attacks, spamming, misappropriation of the third party rights or illegal activity, and/or that use of your instance of the Hosted Service is causing immediate, material and ongoing harm to BlackLine or others. In the extraordinary event BlackLine suspends your Hosted Service access, BlackLine will use commercially reasonable efforts to limit the suspension to the offending portion of the Hosted Service and work with you to resolve the issues causing such suspension. You agree that BlackLine shall not be liable for any suspension of the Hosted Service under the circumstances described in this Section.

2.5 Use of Robotic Process Automation (“RPA”) Bots. You may use RPA bots to access the Hosted Service subject to the terms of this Agreement and the following conditions:

(i) You shall provide advance written notice to BlackLine of any RPA bot usage and the RPA bot shall identify themselves using a special “User-Agent” HTTP header: Mozilla/5.0 (compatible; {company name}bot[/version]; +{URL or email address});

(ii) Each Customer RPA bot accessing the Hosted Service shall be deemed a User under this Agreement;

(iii) BlackLine does not support and disclaims all responsibility for your use of RPA bots;

(iv) You shall provide feedback to BlackLine concerning your use of RPA bots as reasonably requested by BlackLine from time to time; and

(v) BlackLine 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 Hosted Service; (b) update the Hosted Service UI, with BlackLine taking no responsibility for any impact on your usage of RPA bots as a result; and/or (c) modify how BlackLine charges for RPA bot Users.

2.6 Use of BlackLine APIs. If you wish to access BlackLine APIs or develop Customer Applications, you may do so by following the documentation and requirements established in BlackLine's Developer Portal available at <https://developer.blackline.com>, as such link may be updated from time-to-time. You agree to only incorporate BlackLine APIs into a Customer Application for the sole purpose of accessing certain functionality subscribed to by you solely through the BlackLine API and the Hosted Service.

3. Responsibilities.

3.1 Your Responsibilities.

3.1.1 Use of the Hosted Service. You will: (a) be responsible for all activity occurring under your User accounts; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Hosted Service, and notify BlackLine promptly of any such unauthorized access or use; (c) use the Hosted Service only in accordance with the Documentation and applicable laws and government regulations; and (d) provide BlackLine with all reasonably available information if you report a non-conformance in the Hosted Service so that BlackLine may diagnose and remedy such non-conformance. BlackLine reserves the right to verify that your use of the Hosted Service has not exceeded the cumulative number of licenses specified on all Order Forms. If BlackLine determines that your use of the Hosted Service has exceeded the cumulative number of licenses specified on all Order Forms, BlackLine will so notify you, and the Parties will execute an Order Form for a sufficient number of licenses to establish compliance with the terms of the Agreement within thirty (30) days after notice.

3.1.2 Bring Your Own Data. You will be responsible for any Customer Data that you upload in the Hosted Service, and in particular, it is your sole responsibility to ensure that your Customer Data is collected and further processed in compliance with Data Protection Laws. Your obligations under Data Protection Laws are detailed in the Data Processing Agreement. The Hosted Service is designed for financial information only. Customer acknowledges and agrees that BlackLine is neither responsible for knowing what type of information may be created, stored, used or managed by Customer in connection with the Hosted Service, nor for knowing or investigating which laws may or may not apply to such information. Customer shall not provide, disclose, or transfer to Blackline, or process via, or submit to, the Hosted Service any Customer Data that includes any "protected health information," as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the 2009 Health Information Technology for Economic and Clinical Health (HITECH) Act, and their implementing regulations ("HIPAA") or that is subject or regulated by HIPAA.

3.1.3 Backup. During the Term of this Agreement, without limiting BlackLine's disaster recovery obligations under Appendix B, you will regularly backup your computer system(s). You acknowledge that any failure to do so may significantly decrease its ability to mitigate any harm or damage arising from any problem or error in the Hosted Service or the provision of Services under this Agreement.

3.1.4 Third Party Applications. You may choose to use or procure Third Party Applications in connection with your use of the Hosted Service. Your use or procurement of such Third Party Applications is subject solely to an agreement between you and the relevant third party provider and it is your sole responsibility to review any agreement provided by the applicable third party provider governing your use or procurement of any Third Party Application. BlackLine is not responsible for any aspect of such Third Party Applications that you use to connect to the Hosted Service, or any interoperation, descriptions, promises or other information related to the foregoing. If you install or enable Third Party Applications for use with the Hosted Service, you agree that BlackLine may enable such third party providers to access and use Customer Data for the interoperation of such Third Party Applications with the Hosted Service, which may include transmitting, transferring, modifying or deleting Customer Data, or storing Customer Data on systems belonging to the third party provider(s) or other third parties. Any exchange of

data or other interaction between you and a third party provider is subject to the terms and conditions of your agreement with such third party provider (including those terms and conditions related to security and privacy) and BlackLine shall not be responsible for any access to or use of Customer Data by Third Party Applications or third party providers. BLACKLINE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY APPLICATION (WHETHER RELATED TO SUPPORT, AVAILABILITY, SECURITY, PRIVACY OR OTHERWISE) AND FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY PROVIDERS. BLACKLINE DOES NOT WARRANT ANY SUCH THIRD PARTY APPLICATIONS, REGARDLESS OF WHETHER SUCH THIRD PARTY APPLICATIONS ARE PROVIDED BY A THIRD PARTY THAT IS A MEMBER OF A BLACKLINE PARTNER PROGRAM OR OTHERWISE DESIGNATED BY BLACKLINE AS "CERTIFIED," "APPROVED", "RECOMMENDED" OR SUCH SIMILAR DESIGNATION.

3.2 BlackLine's Responsibilities.

3.2.1. Provision of Hosted Service. BlackLine will: (a) make the Hosted Service available to you pursuant to this Agreement (including Appendix B) and the applicable Order Form(s); and (b) provide you with 24/7 support as set forth in Appendix A at no additional charge. If you purchase additional Services from BlackLine in an Order Form, then BlackLine will perform any such Services in accordance with a Statement of Work under the Services Addendum set forth in Appendix C.

3.2.2 Protection of Customer Data. BlackLine will maintain administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of your Customer Data. The safeguards will include, but will not be limited to, measures intended to prevent unauthorized access, use, modification or disclosure of Customer Data. BlackLine shall only access your Customer Data: (a) to provide and support your use of the Hosted Service and to prevent or address service or technical problems; (b) as you expressly permit in writing or (c) in order to comply with applicable law. BlackLine's Customer Data storage policies are set forth in greater detail in Appendix B. Technical and organizational measures implemented to protect your Personal Data are set forth in greater detail in the Data Processing Agreement. BlackLine reserves the right to change hosting providers, provided that any successor hosting provider conforms to BlackLine's facility, security and audit requirements related thereto. BlackLine will make available to Customer its annual SSAE-18 / ISAE 3402 (or successor type) audit report covering BlackLine's operations and shall take prompt action to address any exception identified in such reports.

3.2.3 BlackLine Personnel. BlackLine will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the obligations set forth in this Agreement.

4. Customer Data. Customer Data is your Confidential Information and will not be accessed, used or disclosed by BlackLine except as explicitly set forth herein. You have sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use the Customer Data. BlackLine will not be responsible for any destruction, damage, loss or failure to store any Customer Data beyond its reasonable control or resulting from a failure in data transmission or operation of the Hosted Service by you. If this Agreement is terminated, BlackLine will make a file of the Customer Data available to you within thirty (30) days of termination if you so request at the time of termination. You agree and acknowledge that BlackLine has no obligation to retain Customer Data more than thirty (30) days after termination or expiration and will thereafter delete or destroy all Customer Data, unless legally prohibited. BlackLine's processing of Personal Data is governed by the terms of the Data Processing Agreement.

5. Statistical Data. Subject to the obligations of confidentiality under this Agreement, BlackLine may monitor, collect and use (i) data pertaining to the use of the Hosted Service; and (ii) anonymized and aggregated data derived from Customer Data, provided the Customer and its Users cannot be identified within such aggregated data (collectively "Statistical Data"). BlackLine may use Statistical Data for its own research and product development and improvement purposes.

6. Ownership of Intellectual Property Rights. BlackLine owns all right, title and interest, including all related Intellectual Property Rights, in and to the BlackLine Technology, Content, the Hosted Service, Statistical Data and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Hosted Service. BlackLine's name and logo, and the product names associated with the Hosted Service are trademarks of BlackLine, and no right or license is granted to use them under this Agreement.

7. Fees and Payments.

7.1 Payment Obligations. BlackLine charges and collects payment in advance for use of the Hosted Service. In accordance with the initial Order Form, you will pay all fees and charges in accordance with the terms contained in each Order Form. All payment obligations are non-cancelable and fees paid are non-refundable except as expressly set forth in Sections 8.4 and 10.1. You are responsible for paying for all licenses specified in an Order Form, whether or not such licenses are actively used. Your designated License Administrator may add licenses by executing an additional Order Form online or in hardcopy form. Added licenses will be subject to the following: (i) added licenses will be coterminous with the then-current Term; and (ii) unless set forth in an applicable Order Form, the license fee for the added licenses will be the same as the fee applicable to your then-existing Users, prorated for the remainder of the current billing period. Unless otherwise set forth in an applicable Order Form, BlackLine reserves the right to modify its fees, effective as of the end of the then-current Term upon at least forty-five (45) days prior notice to you, which notice may be provided by e-mail.

7.2 Excess Data Storage Fees. Unless otherwise stated in an applicable Order Form, the maximum disk storage space provided to you without additional charge is 2 GB per individual User license for Hosted Service subscriptions. Storage is measured in the aggregate across all Users. If your aggregate amount of storage exceeds these limits, you will be charged \$5 per month for each additional 1 GB of Customer Data stored. BlackLine will use commercially reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum.

7.3 Billing Information. You agree to provide BlackLine with complete and accurate billing and contact information including your legal company name, street address, e-mail, and name and telephone number of an authorized billing contact and License Administrator(s). You agree to update this information within thirty (30) days of any change to it. All fees are billed in U.S. dollars unless otherwise specified in writing by the Parties. If you wish to use a third-party payment portal system, all necessary portal information (and purchase orders if applicable) must be provided to BlackLine within ten (10) days of the Effective Date. Failure to provide such information within the time period specified may lead to a late payment charge and/or suspension as set forth in Section 7.5 below.

7.4 Payment Disputes. If you believe your bill is incorrect or wish to dispute any charges contained therein, you must notify BlackLine in writing within sixty (60) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

7.5 Late Payment and Suspension. Delinquent invoices are subject to interest of one percent (1%) per month on any outstanding balance, or the maximum permitted by law, whichever is greater, plus expenses of collection. If a payment is not disputed in good faith (and in addition to its other rights), BlackLine reserves the right to terminate this Agreement or suspend your access to the Hosted Service if any delinquent payment is not received by BlackLine within thirty (30) days after notice to you of such delinquency. You will continue to be charged for your licenses during any period of suspension.

7.6 Taxes. BlackLine's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction based on amounts paid or payable under the Agreement (collectively, "Taxes"). You are responsible for paying all Taxes associated with your use of the Hosted Service. If BlackLine has the legal obligation to pay or collect Taxes for which you are responsible under this Section, BlackLine will invoice you and you will pay that amount unless you provide BlackLine with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, BlackLine is solely responsible for taxes assessable against BlackLine based on its net income, property and employees. If you are required by law to withhold income or corporation tax ("Withholding Tax") from any gross payment to BlackLine, you will withhold or deduct such tax from the gross amount to be paid and provide BlackLine with a receipt from the relevant tax authority to which it has been paid. If there is an applicable double tax treaty providing for an exemption from or reduction of Withholding Tax, you will request from BlackLine any required documentation to apply such benefit prior to the payment deadline.

8. Term and Termination.

8.1 Term. This Agreement commences on the Effective Date and will continue for the Initial Term and all Renewal Terms.

8.2 Renewal. Upon the expiration of the Initial Term or any Renewal Term agreed by the parties hereto, the Agreement will not automatically renew for any additional Renewal Terms. Thirty (30) days prior to the expiration of the Initial Term or then current Renewal Term, BlackLine will provide notice to Customer of the option to renew for an additional Term by way of a renewal Order Form. BlackLine's receipt of such signed renewal Order Form shall be deemed to be Customer's agreement to extend the Term for the period set forth on such renewal Order Form, subject to Customer's obligation of payment as set forth herein. Customer acknowledges that, in the absence of such renewal, the MSA and the Order Form shall terminate as of the last day of the then-current Term and Customer shall have no further right to access the Hosted Service. BlackLine reserves the right not to renew this Agreement, effective only upon expiration of the then-current Term by notifying you in writing at least one hundred and eighty (180) days prior to the expiration of the then-current Term. The charge for the Renewal Term will be equal to the then-current number of licenses times the recurring license fees in effect during the prior Term, plus any other recurring fees set forth in a prior signed Order Form, unless (i) BlackLine has given you prior notice of a fee increase as set forth in Section 7.1, which will be effective upon renewal, or (ii) the Parties have executed an Order Form effective upon the renewal date which describes a modified subscription for the Renewal Term. You may reduce the number of licenses, or reduce or cancel BlackLine products, effective only upon the expiration of the then-current Term by providing BlackLine with at least thirty (30) days prior written notice. Fees for other Services will be charged on an as-quoted basis.

8.3 Termination. Either Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) immediately if the other Party infringes the Intellectual Property Rights of that Party.

8.4 Refund or Payment on Termination. If you terminate this Agreement pursuant to Section 8.3, BlackLine will issue you a prorated refund for payment previously received by BlackLine corresponding to any period after the effective date of such termination. If BlackLine terminates this Agreement pursuant to Section 8.3, you will pay any unpaid fees covering the remainder of the then-current Term. In no event will any termination relieve you of the obligation to pay any fees payable to BlackLine for the period prior to the effective date of termination.

9. Representations & Warranties.

9.1 General. Each Party represents and warrants that: (a) it has the power to enter into and perform this Agreement; (b) this Agreement's execution has been duly authorized by all necessary corporate action of the Party; (c) this Agreement constitutes a valid and binding obligation on it, enforceable in accordance with its terms; and (d) neither it nor its employees or agents has offered or will offer any illegal bribe, kickback, payment, gift, or thing of value in connection with this Agreement.

9.2 BlackLine's Warranties. BlackLine warrants that, when used in accordance with the Documentation, the Hosted Service will perform substantially in accordance with the Documentation. If BlackLine breaches the foregoing warranty, then BlackLine shall use commercially reasonable efforts to remedy the non-conformance.

9.3 Remedies. If, despite its commercially reasonable efforts, BlackLine is unable to remedy the non-conformance, then your sole remedy, and BlackLine's sole liability, will be the termination of this Agreement for cause in accordance with Section 8.3 and a refund payment in accordance with Section 8.4.

10. Mutual Indemnification.

10.1 BlackLine's Indemnification of You. BlackLine will indemnify and defend you and your parents, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a claim by a third party alleging that the Hosted Service used in accordance with this Agreement infringes its Intellectual Property Rights. BlackLine will have no liability or indemnification obligation with respect to any claim to the extent based upon (i) the combination, operation or use of technology, data or process(s) not provided by or approved by BlackLine where such claim or infringement would not have occurred in the absence of such combination; (ii) any information, component or application provided or made available by you or any third party; (iii) any modification of the Hosted Service by a party other than BlackLine or our authorized agents; (iv) the use of other than the latest release of the

Hosted Service if such claim could have been avoided by use of the latest unmodified release; or (v) your continuance of allegedly infringing activity after being notified thereof, or after being notified of modifications (to be made at no cost) that would have avoided the alleged infringement. If BlackLine is required to indemnify you for infringement of a third party's Intellectual Property Rights in accordance with this Section, or if BlackLine reasonably believes the Hosted Service may infringe a third party's Intellectual Property Rights, then BlackLine may, in its sole discretion: (x) modify the Hosted Service so that it no longer infringes; (y) obtain a license for your continued use of the Hosted Service; and/or (z) remove the infringing component from the Hosted Service. If, despite its commercially reasonable efforts to do so, BlackLine is unable to perform (x), (y) or (z), then BlackLine may terminate your Agreement upon ninety (90) days advance written notice to you, in which case BlackLine shall issue to you a prorated refund for any prepaid fees covering the remainder of the then-current term after the effective date of termination. The rights and remedies granted to you under this Section state BlackLine's entire liability, and your sole and exclusive remedy, with respect to an infringement by BlackLine of a third party's Intellectual Property Rights.

10.2 Your Indemnification of BlackLine. You will indemnify and defend BlackLine and its parents, subsidiaries, Affiliates, officers, directors, employees, attorneys and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a claim (a) by a third party alleging that the Customer Data infringes its Intellectual Property Rights or violates applicable laws and/or regulations, or (b) by a third party related to your use of a Third Party Application, or content you submit to or publish on any Third Party Application. The rights and remedies granted to BlackLine under this Section 10 state your entire liability, and BlackLine's sole and exclusive remedy, with respect to an infringement by you of a third party's Intellectual Property Rights.

10.3. Indemnification Procedures. In the event of an indemnity obligation under this Section 10, the indemnified Party shall: (i) promptly notify the indemnifying Party in writing of such claim; (ii) allow the indemnifying Party sole control of its defense and settlement (provided that a Party may not settle or defend a claim unless it unconditionally releases the other Party of all liability to any third party); and (iii) provide the indemnifying Party all available information and reasonable assistance at the indemnifying Party's cost. A Party's indemnification obligations are expressly conditioned upon the indemnified Party's compliance with this Section 10.3, provided that, the failure to provide notice of a claim will not limit the rights of an indemnified Party hereunder except to the extent that such failure materially prejudices the ability of the indemnifying Party to defend such claim.

11. Disclaimer. THE EXPLICIT REPRESENTATIONS AND WARRANTIES IN SECTION 9 ARE THE PARTIES' COMPLETE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES. BLACKLINE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS SET FORTH HEREUNDER, BLACKLINE DOES NOT WARRANT THAT THE HOSTED SERVICE WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. USE OF THE HOSTED SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET WHICH ARE BEYOND BLACKLINE'S CONTROL. BLACKLINE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, INCLUDING BUT NOT LIMITED TO LOSS OF DATA.

12. Limitation of Liabilities and Damages Cap. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER BLACKLINE NOR CUSTOMER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE FOR LOST PROFITS OR REVENUES OR LOST DATA OR SIMILAR ECONOMIC LOSS REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CHARACTERIZED, OR FOR ANY INCIDENTAL, OTHER CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION, OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY'S AGGREGATE

LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, AND OTHER CONTRACT OR TORT CLAIMS), WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMITS. THIS SECTION SHALL NOT TO APPLY TO: (A) CUSTOMER'S OBLIGATION TO PAY FOR THE HOSTED SERVICE OR SERVICES; (B) A PARTY'S OBLIGATIONS IN SECTION 10 (INDEMNIFICATION); (C) YOUR VIOLATION OF SECTION 2.2 (EXCEPT SUBSECTION (X)), UNLESS SUCH VIOLATION OCCURS WITH CUSTOMER'S KNOWLEDGE, OR AS A RESULT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT); AND (D) A PARTY'S OBLIGATIONS IN SECTION 13 (CONFIDENTIALITY). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS ITS ESSENTIAL PURPOSE.. FOR THE AVOIDANCE OF DOUBT, AS IT PERTAINS TO CUSTOMER DATA, THE BREACH OF CONFIDENTIALITY EXCLUSION FROM THE LIMITS ON LIABILITY SET FORTH ABOVE SHALL ONLY APPLY TO INSTANCES WHERE CUSTOMER DATA IS DISCLOSED BY BLACKLINE TO A THIRD-PARTY BY AN AFFIRMATIVE ACT IN VIOLATION OF SECTION 13. IN ADDITION, AND NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A BREACH OF CUSTOMER DATA (INCLUDING PERSONAL DATA) AS A RESULT OF BLACKLINE'S BREACH OF THE SECURITY OBLIGATIONS SET FORTH UNDER THIS AGREEMENT, BLACKLINE'S DIRECT AND AGGREGATE LIABILITY TO YOU WILL NOT EXCEED TWO (2) TIMES THE AMOUNT PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD PRECEDING THE BREACH.

13. Confidentiality. The Receiving Party will use at least the same degree of care in protecting the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall: (i) not use the Disclosing Party's Confidential Information except as permitted under this Agreement; and (ii) limit access to the Disclosing Party's Confidential Information to its, and its Affiliates', employees and contractors who need such access to perform their duties hereunder and who owe a duty of confidentiality to the Disclosing Party with protections no less stringent than those set forth in this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prior notice of the compelled disclosure and reasonable assistance, at the Disclosing Party's cost, in order to permit the Disclosing Party to contest or limit the disclosure. The foregoing confidentiality obligations shall survive termination of this Agreement, regardless of cause. BlackLine shall not use Customer's name or logo for any publicity or promotional purpose without the prior written approval of Customer.

14. Notice. BlackLine may give notice regarding operational aspects of the Hosted Service by means of a general notice on the Hosted Service, electronic mail to your e-mail address on record with BlackLine, or both. Any other notice by one Party to the other hereunder will be by written communication sent by first class mail or reputable overnight delivery service and such notice will be deemed to have been given upon receipt (if sent by overnight delivery service), five (5) business days after mailing (if sent by first class mail). Notice to BlackLine will be addressed to BlackLine Systems, Inc., 21300 Victory Blvd., 12th Floor, Woodland Hills, CA 91367, attention: Legal Department. Notice to you will be addressed to your address on record in BlackLine's account information.

15. Assignment; Change in Control. This Agreement, and the rights and obligations hereunder, may not be assigned by either Party, whether by operation of law or otherwise, without the prior written consent of the other Party, which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of the other Party. In the event of an assignment as described in the preceding sentence, the assigning Party shall provide the other Party with written notice of the assignment. Neither Party may assign this Agreement to a competitor of the other Party without that other Party's consent. A Party's sole remedy for any purported assignment in breach of this Section shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party.

16. Data Protection.

16.1 For the purposes of this Section, the terms "controller", "data subjects", "processor" and "processing" shall have the meaning given to them by the GDPR and other applicable Data Protection Laws. Where BlackLine provides the Hosted Service to you, it may process Personal Data as a processor on behalf of the Customer, who will be the controller. The processing of personal data will be carried out in accordance with the obligations and information set forth in the Data Processing Agreement.

16.2 Nothing in this Section shall prevent BlackLine from complying with any legal obligation imposed by applicable law, regulatory authority or court.

17. Governing Law. This Agreement will be governed by Delaware law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Unless resolved amicably between the parties, any and all disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement, shall be subject to the courts located in Wilmington, Delaware, and the parties hereby irrevocably waive any objection to the jurisdiction of such courts based on any ground, including without limitation, improper venue or forum non conveniens. A material breach of this Agreement may cause the non-breaching party irreparable harm for which there may be no adequate remedy at law, and that under such circumstances, the non-breaching party shall be entitled to seek equitable relief by injunction or otherwise in any court having jurisdiction, without the obligation of posting any bond or surety.

18. General Provisions.

18.1 Entire Agreement. This Agreement comprises the entire agreement between you and BlackLine and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Neither Party has made any oral or written statements that are not included in this Agreement that in any way induced the other Party into entering into this Agreement. No text or information set forth on any purchase order, preprinted form or document (other than an executed Order Form, if applicable) will add to or vary the terms and conditions of this Agreement. No modification or amendment of this Agreement shall be effective unless in writing and signed by the Parties.

18.2 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

18.3 Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between you and BlackLine as a result of this Agreement.

18.4 Waiver. The failure of either Party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

18.5 Future Functionality. You agree that your purchase of the Hosted Service is based on its current functionality and features, and is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by BlackLine regarding any future functionality or feature.

18.6 Resolution of Disputes. Except where a Party is seeking a remedy related to claims of misappropriation or ownership of Intellectual Property Rights, each Party agrees that before it brings any dispute, action, claim or cause of action, it shall provide written notice to the other Party of the specific issue(s) in dispute. Within seven (7) days after such notice knowledgeable executives of the Parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith to resolve such matter.

18.7 Compliance with Laws. You are solely responsible for, and agree to comply with, all applicable laws, statutes, ordinances, and other governmental authority, however designated, with respect to the use of and access to the Hosted Service, including without limitation United States government laws, regulations, orders or other restrictions regarding export from the United States and re-export from other jurisdictions of software, technical data and information or derivatives of such software, or technical data and information. BlackLine is not responsible for determining whether the Hosted Service is sufficient for Customer's compliance with any applicable law. The Hosted Service may be subject to export laws and regulations of the U.S. and other jurisdictions. Each Party

represents that it is not named on any U.S. government denied-party list. Customer will not permit Users to access or use the Hosted Service in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

18.8 Survival. The following Sections will survive the termination or expiration of the Agreement: Definitions, Restrictions, Ownership of Intellectual Property Rights, Fees and Payments, Term and Termination, Mutual Indemnification, Disclaimer, Limitation of Liabilities, Confidentiality, Notice and Governing Law and Arbitration, and the sections titled "Protection of Customer Data," "Customer Data," and "Data Protection" and the DPA and Privacy Policy will survive any termination or expiration of this Agreement for so long as BlackLine retains possession of Customer Data.

19. Additional Documents. Each of the following is hereby incorporated into this Agreement by reference. BlackLine reserves the right to modify such documents in its reasonable discretion from time to time with notice to you. Any such modifications will not materially degrade or materially lessen BlackLine's obligations as set forth in these documents as they exist as of the Effective Date of this Agreement.

- Appendix A: Support Services Policy
- Appendix B: Hosted Service Availability
- Appendix C: Services Addendum
- BlackLine's Data Processing Agreement ("Data Processing Agreement" or "DPA"), available at <https://www.blackline.com/legal/data-privacy-addendum>
- BlackLine's Privacy Policy, available at <https://www.blackline.com/privacy-statement>

WHEREFORE, the Parties have executed this Agreement on the Effective Date stated above.

BLACKLINE SYSTEMS, INC.

CUSTOMER: THRASIO, LLC

Address: 21300 Victory Blvd., 12th Floor
Woodland Hills, CA 91367 USA

Address: 85 West St
Walpole, MA 02081-1844 United States

DocuSigned by:

115FB8F5A5D341F...

DocuSigned by:

F88A31D4735F4E8...

Authorized Signatory

Authorized Signatory

Karole Morgan-Prager

Melissa Mick

Printed Name

Chief Legal and Administrative Officer

Printed Name

VP Controller/Principal Acctg Officer

Title

Title

Appendix A – Support Services Policy

BlackLine's Support. BlackLine provides application support for the Hosted Service twenty-four (24) hours a day, seven (7) days a week. Support cases are opened using BlackLine's online support portal, which is actively monitored by qualified BlackLine support personnel. Current status for all support cases previously reported by a Customer can be viewed in the BlackLine Community User forum. Additional information exchange related to an open support case may be conducted via email, telephone, and/or web meeting communication, as appropriate to the case.

Support Procedures: All support requests for the Hosted Service are categorized in accordance with the definitions set forth below. Any support requests not categorized as set forth below will be addressed in the ordinary course of business by BlackLine, and any applicable modifications or corrections of the Hosted Service will be delivered in the next release of the Hosted Service subsequent to implementation of the correction(s).

Support Definitions:

Priority 1:

- **Definition:** The production environment for the Hosted Service is unavailable, resulting in full disruption of use of the Hosted Service, or critical functionalities in the Hosted Service are unavailable or not working.
- **Initial Response to Customer:** Within sixty (60) minutes of the request submission.
- **BlackLine Response:** BlackLine will provide immediate and continuing efforts to correct the problem.
- **Case Update Target:** Every eight (8) hours from the time of submission.

Priority 2:

- **Definition:** Specific non-critical function(s) of the Hosted Service are impeded due to failure of portion(s) of the Hosted Service.
- **Initial Response by BlackLine:** Within four (4) hours of the request submission.
- **BlackLine Response:** BlackLine shall use its best efforts to provide a temporary fix or workaround for the problem within five (5) calendar days from the request date.
- **Case Update Target:** Within five (5) days from time of the request submission.

Priority 3:

- **Definition:** Specific function(s) of the Hosted Service are not performing in accordance with Documentation, but the usability of the Hosted Service is not significantly impacted.
- **Initial Response by BlackLine:** within eight (8) hours of the request submission.
- **BlackLine Response:** Resolution within a time frame mutually agreed upon by the Parties.
- **Case Update Target:** A timeframe mutually agreed upon.

Priority 4:

- **Definition:** Inquiries about functionality, navigation, configuration or routine technical questions.
- **Initial Response to Customer:** Within twelve (12) hours of the request submission.
- **BlackLine Response:** Resolution within a time frame mutually agreed upon by the Parties.
- **Case Update Target:** A timeframe mutually agreed upon.

Appendix B – Hosted Service Availability

Availability.

The Hosted Service will be available 100% of the time, except for: (i) Scheduled Maintenance; (ii) Emergency Repairs; and (iii) any unavailability caused by circumstances beyond BlackLine's reasonable control, including, for example, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving BlackLine's employees), Internet service provider failure or delay. Downtime is measured from the time you open a trouble ticket. Upon receiving a report of Downtime, for each full hour of Downtime, BlackLine will credit you two percent (2%) of your monthly fee, up to fifty percent (50%) of your monthly fee for the affected Hosted Service. You agree that the credit specified in this Appendix will be your sole and exclusive remedy for any Downtime.

Data Backup Cycles.

Customer Data is routinely propagated via secure connection from BlackLine's primary data center to an alternate data center, with the objective of forwarding all updates to Customer Data within approximately one (1) hour after receipt at the primary data center. In the event of an outage at the primary data center which causes Downtime and is not expected to be remedied within four (4) consecutive hours, Customer's production processing will be diverted to the alternate data center for continued operation.

Appendix C - Services Addendum

This Services Addendum (“**Addendum**”) is attached to and subject to the Agreement entered into by and between BlackLine and Customer and shall govern the Services (as defined below) to be performed by BlackLine for Customer under the terms of this Addendum and an applicable SOW or Order Form.

1. Definitions. All capitalized terms used herein that are not otherwise defined shall have the meanings as given to them in the Agreement.

1.1 “Services” means work performed by BlackLine or its subcontractors under an SOW or Order Form. For the sake of clarity, “Services” does not include the Hosted Service.

1.2 “SOW” means, as applicable to this Addendum, a statement of work describing the Services to be performed hereunder, that is entered into between Customer and BlackLine or which is incorporated into an applicable Order Form. SOWs or Order Forms will be deemed incorporated herein by reference.

2. Services.

2.1 Scope of Services. BlackLine will provide to Customer the Services specified in each SOW or Order Form (as applicable), subject to Customer’s payment of all applicable fees as set forth in the applicable SOW(s) and/or Order Form(s), and the terms of this Addendum.

2.2 Services. Subject to the terms of the Agreement, BlackLine will perform the Services in accordance with this Addendum and the applicable SOW(s) and/or Order Form(s). Services are separate and apart from the Hosted Service, and neither Party’s obligations in connection with the Hosted Service are dependent in any way on any Services.

2.3 Relationship to the Hosted Service. This Addendum is limited to Services and does not convey any right to use the Hosted Service. Any use of the Hosted Service by Customer will be governed by the Agreement. Customer agrees that its purchase of Services is not contingent on the delivery of any future Hosted Service functionality or features.

3. Customer Obligations.

3.1 Cooperation. Customer will cooperate reasonably and in good faith with BlackLine in its performance of Services by, without limitation: (a) actively participating in scheduled project meetings; (b) timely responding to BlackLine’s inquiries related to the Services; (c) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for BlackLine; (d) allocating reasonably sufficient resources and timely performing any tasks reasonably necessary to enable BlackLine to perform its obligations under each SOW or Order Form; (e) timely delivering any materials and/or any other obligations required under each SOW or Order Form; and (f) providing complete, accurate, and timely information, data and feedback, all as reasonably required.

3.2 Delays. Any delay in the performance of Services caused by Customer may result in delay as well as additional applicable hourly charges for BlackLine resource time.

3.3 Onsite Services. If onsite Services are included under an SOW or an Order Form, Customer will work with BlackLine to identify the dates for such onsite Services at least 3-4 weeks in advance and, in a timely manner and at no charge to BlackLine, provide dedicated resources during such onsite visits reasonably sufficient to enable BlackLine to perform its obligations under the applicable SOW or Order Form.

3.4 Customer Contractors. Customer will be solely responsible for the performance of any contractors, consultants and other third parties engaged directly by Customer in connection with the Services, and in no event will BlackLine be responsible for the acts or omissions of any third party engaged by Customer.

4. Change Orders.

4.1 Change Orders. Changes to an SOW or Order Form will require a mutually executed change order effective between the Parties prior to implementation of the changes (“Change Order”). Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule. Change Orders will be deemed incorporated by reference in the applicable SOW or Order Form.

4.2 Change Order Process. Customer may request a modification to an SOW or Order Form by providing BlackLine written notice that describes in reasonable detail the requested modification and BlackLine will provide a written response within a reasonable amount of time. In the case BlackLine elects to proceed with the change requested by Customer or is itself requesting a change to an SOW or Order Form, BlackLine shall provide Customer with a Change Order form to be mutually agreed upon, which will include the estimated effort required to make the requested modification(s) and the impact on the estimated cost and specification(s) (“**Change Request Process**”).

5. Fees and Invoicing.

5.1 Fees. Customer will pay BlackLine for the Services at the rate(s) specified in the applicable SOW or Order Form. Services are provided as provided in an applicable SOW or Order Form. Any amount set forth in a SOW or Order Form is solely a good-faith estimate for Customer’s budgeting and BlackLine’s resource-scheduling purposes and is not a guarantee that the Services will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, BlackLine will continue to provide the Services under the same applicable rates and terms.

5.2 Incidental Expenses. Customer will reimburse BlackLine for reasonable travel and out-of-pocket expenses incurred in connection with the Services, so long as Customer has previously approved the expense or range of expenses in question. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, BlackLine will not exceed such estimate without Customer’s written consent.

5.3 Invoicing and Payment. Fees will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form. Invoiced amounts will be due and payable as stated in the applicable SOW or Order Form. Customer is responsible for providing BlackLine with Customer’s complete and accurate billing and contact information and promptly notifying BlackLine of any changes to such information.

5.4 Overdue Charges. Subject to the “Payment Disputes” section below, if any invoiced amount is not received by BlackLine by the due date, then without limiting BlackLine’s other rights or remedies, (a) those charges may accrue interest at a rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) BlackLine may condition future purchases of Services on payment terms shorter than those specified in Section 5.3 (Invoicing and Payment).

5.5 Suspension of Services. Subject to the “Payment Disputes” section below, if any amount owing by Customer under this or any other agreement for BlackLine’s Services is thirty (30) days or more overdue, BlackLine may, without limiting its other rights and remedies, suspend BlackLine’s performance of the Services until such amounts are paid in full.

5.6 Payment Disputes. BlackLine will not exercise its rights under the “Overdue Charges” or “Suspension of Services” sections above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently with BlackLine to resolve the dispute.

6. Warranties and Disclaimers.

6.1 Services Warranty. BlackLine warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, Customer’s exclusive remedy and BlackLine’s entire liability will be the re-performance of the applicable Services. If BlackLine is unable to re-perform the Services as warranted, Customer will be entitled to recover the Services fees paid to BlackLine for the deficient Services. Customer must make any claim under the foregoing warranty to BlackLine prior to the completion of such Services in order to receive the foregoing warranty remedies.

6.2 Disclaimer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Term.

7.1 Addendum Term. This Addendum commences on the Effective Date and will remain in effect until terminated in accordance with the Agreement. To the extent there are SOWs or Order Forms in effect when a Party terminates this Addendum, such SOWs or Order Forms shall continue to be governed by this Addendum as if it had not been terminated until the Services under such SOW or Order Form have been completed, or the Agreement has been terminated for cause in accordance with the Agreement. Termination of an SOW or Order Form for any reason will not terminate any other SOW or Order Form, or other agreement between the Parties (including, without limitation, the Agreement).

7.2 SOW Term. Unless otherwise provided for in an applicable SOW, the performance of the Services contemplated by each SOW or Order Form shall commence on the effective date of the SOW or Order Form and will continue until the first of the following to occur: (i) the SOW or Order Form is terminated by either Party in accordance with the Agreement, or (ii) the completion of the Services.

7.3 Payment Upon Termination. Upon any termination of an SOW or Order Form, Customer will pay, in accordance with the Fees and Invoicing section of this Addendum, any unpaid fees and expenses incurred on or before the termination date.

8. Limitation of Liability. NOTWITHSTANDING THE LIMITATION OF LIABILITY SECTION OF THE MSA, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL BLACKLINE BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO SERVICES UNDER THIS ADDENDUM, AN ORDER FORM OR SOW, EVEN IF BLACKLINE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF BLACKLINE ARISING FROM OR RELATING TO SERVICES UNDER THIS ADDENDUM, AN ORDER FORM OR SOW, WHETHER SUCH DAMAGES ARE BASED ON TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, EXCEED THE AMOUNT OF SERVICES FEES PAID TO BLACKLINE UNDER AN ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIM.

9. General.

9.1 Entire Agreement and Order of Precedence. This Addendum is the entire agreement between BlackLine and Customer regarding BlackLine's performance and Customer's receipt of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Addendum will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW or Order Form, (2) any exhibit, schedule or appendix to this Addendum, (3) the body of this Addendum and (4) the MSA.

9.2 Relationship of the Parties. The Parties are independent contractors. This Addendum does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

9.3 Subcontractors. BlackLine may, in its reasonable discretion, use subcontractors to perform any of its obligations hereunder. BlackLine will be responsible for the performance of Services by its personnel (including employees and contractors) and their compliance with BlackLine's obligations under this Addendum, except as otherwise specified herein.

9.4 Surviving Provisions. The sections titled "Fees and Invoicing", "Warranties and Disclaimers", "Term", "Limitation of Liability" and "General" will survive any termination or expiration of this Addendum.



Order Number: Q098326
Offer Good Through: Mar 31, 2022

Amendment Order Form

Customer Information:

Bill To:

Thrasio, LLC
David Chiu
85 West St
Walpole, MA 02081-1844
United States

Sold To:

Thrasio, LLC
David Chiu
85 West St
Walpole, MA 02081-1844
United States

Phone: 2678089620

Email: [REDACTED]

Contract Terms:

Amendment Start Date: See below
Current Term End Date: Dec 30, 2024

License Admin: David Chiu
Currency: USD

Order Details:

Type	Product	Charge Type	Billing Period	Quantity	Unit Price	Total Price
Update to Quantity	Modern Accounting Playbook (MAP) Solutions	Recurring	Annual	30	\$1,700.00	\$51,000.00
Update to Quantity	Overage Fee per Record	Usage	Month	-	\$0.10	\$0.00
Update to Quantity	Variance Analysis Add-on	Recurring	Annual	30	\$200.00	\$6,000.00
Added	One-Time Mid-term Subscription Credit	One-Time		1	(\$15,000.00)	(\$15,000.00)

Subscription Terms

Customer hereby subscribes to BlackLine's products and/or services described in this Order Form. The terms and conditions of the Agreement in effect between the parties, not otherwise modified by the provisions of this Order Form, will remain in full force and effect and be binding upon the parties hereto. In the event of conflict between the terms of this Order Form and the terms contained in the Agreement, the terms of this Order Form shall prevail, and in the event of a conflict between Order Forms of the same subject, the later dated Order Form shall prevail.

Modern Accounting Playbook (MAP) Solutions

Modern Accounting Playbook (MAP) Solutions includes Account Reconciliations, Task Management, Enhanced Reporting, Data Import Utility, Unlimited Automated Imports, Single Sign-On (SSO), Exception Handling, Sandbox, one available ERP connector (listed as a separate line item above) and Transaction Matching (up to

10,000 records/month with an average rate of US\$0.10 per record for any records in excess of the 10,000 records/month unless otherwise agreed and listed under Order Details of the Order Form).

When duly authorized and executed by the parties hereto, this Order Form shall constitute a binding agreement between the parties effective as of the later signature date stated below.

BlackLine Systems, Inc.

DocuSigned by:
Signature: Caramia Lopresti
AF520AFDBA70413...
Name: Caramia Lopresti
Title: Associate Director, GTM Operations
Date: March 31, 2022

Thrasio, LLC

DocuSigned by:
Signature: Melissa Mick
DC8970C707B041C...
Name: Melissa Mick
Title: VP Corp Controller/Principal Acct Officer
Date: March 31, 2022

BlackLine Systems, Inc.
 21300 Victory Blvd., 12th Floor
 Woodland Hills, CA 91367+
billing@blackline.com



Account# [REDACTED] 6433

Thrasio, LLC
 Attn: David Chiu
 85 West St
 Walpole, Massachusetts 02081-1844
 United States
 267 808 9620
 [REDACTED]

INVOICE # **INV00251189**

DATE	12/30/2023
TERMS	Net 30
DUE DATE	01/29/2024
PO#	

Charges				
SERVICE	QUANTITY	UNIT PRICE	TAX	TOTAL
MAP Solutions: MAP Solutions - 30+ Full Users <i>Period: 12/30/2023-12/29/2024</i>	91	\$1,700.00	\$9,668.75	\$164,368.75
Transaction Rate Plans: Solutions Add-on - 500,000 Records / Month <i>Period: 12/30/2023-12/29/2024</i>	1	\$27,000.00	\$1,687.50	\$28,687.50
Variance Analysis Add-on: Variance Analysis Add-on - Annual <i>Period: 12/30/2023-12/29/2024</i>	91	\$200.00	\$1,137.50	\$19,337.50
Payments & Adjustments				
DESCRIPTION	DATE	#	TYPE	AMOUNT
Received Tax Exempt for Massachusetts Form ST-12 Exempt Use Certificate and received approval to credit tax amount \$12,493.75	01/25/2024	CM-BLS-00000177	Credit Memo Applied	(\$12,493.75)

Invoice Totals	Subtotal	\$199,900.00
	Tax	\$12,493.75
	Total	\$212,393.75
	Invoice Balance (in USD)	\$199,900.00

Remittance Information:

Tax ID [REDACTED]

Lockbox:

By Mail:

[REDACTED]
[REDACTED]
[REDACTED]

By Courier Deposits (FedEx, UPS, etc.):

Bank of America Lock-box Services

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

By ACH and Wire Transfers

BlackLine Systems, Inc.

Bank of America, N.A.

333 S. Hope St., 13th Floor

Los Angeles, CA 90071-1406

Routing and Transit ACH: [REDACTED]

Routing and Transit WIRES: [REDACTED]

Account: [REDACTED]

SWIFT/Bank Code: [REDACTED]