Coupa Supply Chain Design and Planning - Product Schedule

The following describes the supplemental terms that apply to the Coupa Supply Chain Design and Planning products purchased by Customer as stated on the Order Form to a Master Subscription Agreement ("**Agreement**" or "**MSA**").

The terms of this product schedule may be updated from time to time, however, for each Order Form, the terms effective as of the execution of the Order Form shall apply for the duration of the applicable Subscription Term. If there is a conflict between this product schedule, the Order Form and the Agreement, this product schedule shall control. Capitalized terms used but not defined herein will have the meaning provided in the Order Form or Agreement, as applicable.

1. **DEFINITIONS**

    The following additional definitions apply.

    "**Coupa Supply Chain Design and Planning**" means the Desktop Application and Hosted Application together (as identified on an Order Form).

    "**Desktop Application**" means the desktop applications and associated content.

2. **DESKTOP APPLICATION`**

a) **License**. Coupa hereby grants to Customer a non-exclusive and non-transferable (except as provided in Section 11.4 of the Agreement (Assignment)) right to use the type and number of licenses of the Desktop Application specified in an Order Form solely for Customer's own business operations and consistent with the limitations and conditions set forth in the Agreement.

b) **License Restrictions:** In addition to the restrictions under Section 3.2 of the Agreement, Customer may not copy the Desktop Application except to make: (a) a limited number of copies in machine readable, object code form solely for non-production archival, backup or disaster recovery purposes, and (b) additional copies of the Documentation as needed for Customer's own use.

c) **Installation and Usage Restrictions.** Each Desktop Application license allows one (1) User to install and use the Desktop Application on one (1) computer or instance, whether physical or virtual. If Customer is using virtualization software to create more than one virtual instance on a computer system on which the Desktop Application is installed, each virtual instance requires the purchase of a separate license to the Desktop Application for purposes of the license grant.

d) **Provision of License Key.** Coupa shall issue to Customer an electronic license key to the Desktop Application for the duration of the Subscription Term.

e) **Exclusions.** The terms of Exhibit A-2 (SLA) and Exhibit A-3 (Data Security Measures) of the Agreement shall not apply to the Desktop Application.

f) **Customer Compliance Verification.** Upon Coupa's express request, and not more than once a year, Customer undertakes to (i) provide Coupa with all the necessary documentation and records (e.g. software reports, whether manually or automatically generated by the Desktop Application, describing the actual use of the Desktop Application compared to the licensed number of Users, etc.) reasonably necessary for Coupa to verify Customer's compliance with the terms and conditions of the Order Form and Agreement; and (ii) have one of Customer's duly authorized representatives certify in writing that Customer's actual number of Users of the Desktop Application doesn't exceed the number of Users purchased under the applicable Order Form(s).

    If the audit uncovers an excess of usage limits of the Desktop Application (i.e. Customer's actual number of Users is higher than the number of Users purchased by Customer or the Users being found to use capabilities not purchased by Customer under the relevant Order Form), Customer shall, at Coupa's option: (a) stop using the Desktop Application in excess of the restrictions established under the Agreement; or (b) pay the fees corresponding to the number of Users needed beyond the number of Users currently purchased, or for the additional capabilities (such subscription fees shall not exceed Coupa's then-current pricing for the relevant Desktop Application capabilities).

3. SUPPORT FOR DESKTOP APPLICATION

The terms of <u>Exhibit A-1</u> (Technical Support) of the Agreement shall apply to the Desktop Application in accordance with the following terms.

a) **Updates**. Updates to the Desktop Application will be provided on an "as-available" and business-ready basis, as the same are offered by Coupa to its Customers of the Desktop Application under maintenance generally, and may include the following (i) bug fixes; (ii) enhancements designed to keep current with the current hardware vendor's operating system ("**OS**") releases, as available from Coupa, provided that the current OS release is both binary and source-compatible with the OS release currently supported by Coupa; and (iii) performance enhancements. Updates to the Desktop Application will be provided in machine-readable format and updates to related Documentation will be provided in electronic form. Duplication, distribution, and installation of these Updates is the responsibility of the Customer.

b) **New Releases.** Coupa will provide Support for the current release (n) of the Desktop Application. Coupa will also provide Support for the most recent previous release (n-1) of the Desktop Application for a period of six (6) months from the date of a new release. Coupa shall have no further responsibility for supporting and maintaining any older releases.

c) **Limitations.** Support services do not include resolution of issues if and to the extent caused by or resulting from Customer's hardware, other software, network connectivity, infrastructure, or similar issues. Without limiting the foregoing, Coupa shall have no obligation to provide Support, if and to the extent (i) the use of the Desktop Application is not in accordance with the Agreement, the system requirements, or the operation instructions, or (ii) problems result from the improper use by Customer unless Customer agrees in advance in writing to bear the extra costs for such Support, or (iii) system failures or interruptions result from services or conduct of a third-party.

d) **Exclusions**. Coupa assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Desktop Application if and to the extent Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the Desktop Application and were made without prior notification and written approval by Coupa. Coupa assumes no responsibility for the operation or performance of any Customer-written or third-party application.

4. SUPPLY CHAIN APP STUDIO

Customer understands that any application it creates using the Supply Chain App Studio Hosted Application ("**Custom App**") will only function when used with the Supply Chain App Studio and therefore Customer must have a subscription for the App Studio in effect for it to use the Custom App at all times. Nothing herein or in the Agreement will prohibit Coupa or other Coupa customers from creating their own Custom Apps, provided they do not misappropriate Customer Confidential Information.

5. SUPPLY CHAIN DATA SOURCES

All data sources (e.g.: geocoding data, data cubes) provided as part of the Coupa products, by Coupa or from third parties, are considered Coupa Confidential Information, which (i) can only be used for Customer's internal purposes; (ii) cannot be distributed, shared, or resold by Customer as a data services product to third parties; and (iii) cannot be placed on an internet website or otherwise be disclosed in the public domain. Customer acknowledges and agrees that all data sources are being provided strictly "as-is" and that Coupa makes no representations, warranties, or commitments of any kind or nature with respect to the correctness, completeness, and fit-for-purpose of such data sources. Coupa may update, supplement, or replace such data sources at any time at Coupa's sole discretion.

6. **EMBEDDED THIRD-PARTY SOFTWARE**

The Coupa Supply Chain Design and Planning products may incorporate third-party software components for which additional flow down terms of the third-party software provider apply as detailed in Annex A (IBM Third-Party Software Terms). As between the parties, these flow down terms do not modify the rights and obligations between Coupa and Customer.

7. **EXCLUSIONS FOR COUPA SUPPLY CHAIN DESIGN AND PLANNING HOSTED APPLICATION**

a) **Uptime SLA.** The Uptime SLA in the Agreement shall be revised to 98% for the Supply Chain Design and Planning Hosted Application.

b) **Disaster Recovery**. The disaster recovery plan set out in the Agreement shall be revised for Coupa to provide appropriate technical and operational controls to deliver an RPO of no more than one (1) day and an RTO of no more than seven (7) business days for the Supply Chain Design and Planning Hosted Applications.

c) **SOC-1.** References to "SOC 1" in the Agreement shall not apply to the Supply Chain Design and Planning applications.

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Annex A (IBM Third-Party Software Terms)

These flow down terms apply specifically to the IBM ILOG CPLEX software licensed by IBM and incorporated into the Coupa Supply Chain Design and Planning products provided pursuant to an Order Form and supersede the corresponding terms in the Agreement with respect only to IBM ("**Third-Party''**) and embedded IBM ILOG CPLEX software ("**Third-Party Software**''). As between the parties, these flow down do not modify the rights and obligations between Coupa and Customer.

1. **Customer Responsibilities and Restrictions**

   Customer: (i) is responsible for all activity occurring under Customer's User accounts; (ii) shall ensure that anyone who uses the Third-Party Software under Customer's User accounts does so only on behalf of Customer; and (iii) shall ensure that all such activity complies with the Agreement and by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications, and the transmission of technical or personal data.

   Customer shall not: (i) use, copy, modify, or distribute the Third-Party Software except as expressly permitted in the Agreement; (ii) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Third-Party Software, except as expressly permitted by law without the possibility of contractual waiver; (iii) use any of the Third-Party Software's components, files, modules, audio-visual content, or related licensed materials separately from that Third-Party Software; (iv) sublicense, rent, or lease the Third-Party Software; (v) remove any copyright notices or other legends of ownership; or (vi) use the embedded Third-Party Software separately from the Coupa Supply Chain Design and Planning products. If particular Third-Party Software is replaced by an Update, Customer shall promptly discontinue use of the replaced Third-Party Software.

2. **Warranty Disclaimers**

   THIRD-PARTY MAKES NO WARRANTY OF THIRD-PARTY SOFTWARE. TO THE EXTENT PERMITTED BY LAW, THIRD-PARTY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

3. **Limitation of Liability**

   IN NO EVENT SHALL THIRD-PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS OR SAVINGS, OR LOST DATA, OR DAMAGE TO GOODWILL. THE COLLECTIVE LIABILITY FOR DIRECT DAMAGES OF COUPA AND THIRD-PARTY IS SUBJECT TO THE LIMITATION OF LIABILITY IN THE Agreement. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE FULL EXTENT THEY ARE NOT PROHIBITED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER. NOTHING IN THIS SECTION IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE GOVERNING LAW.

4. **General Terms**

   a. Third-Party retains all right, title and ownership interest in the Third-Party Software provided under the Agreement. Third-Party will not be responsible for any delay or failure in performance caused by acts of God or any government or any other cause beyond their reasonable control.
   b. Customer shall comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
   c. No party shall bring a legal action, regardless of form, for any claim arising out of or related to this Annex A more than two years after the cause of action arose; upon the expiration of this time limit, any such claim and all respective rights related to the claim lapse.
   d. In entering into this agreement for the Third-Party Software, no party is relying on any representation not specifically stated in herein, including any representation concerning: (i) the performance or function of the Third-Party Software, other than as expressly warranted; (ii) the experiences or recommendations of other parties; or (iii) any results or savings that Customer may achieve.
   e. In addition to the other restrictions related to assignment in the Agreement, rights under this Annex A may not be transferred to another party unless that party agrees in writing to the terms of this Annex A.
   f. This Annex A is an agreement between Coupa and Customer, and confers no rights upon any of the parties' employees, agents, contractors, or customers, or upon any other person or entity, except as specifically stated in this Annex A.

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