

PROGRAM GUIDE 2019

PARTNER CONNECT

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COUPA PARTNER PROGRAM GUIDE

The Coupa Program Guide establishes the partner program rules and policies that govern participation in the Coupa Software Partner Program (“Partner Connect”). Coupa Software may update this guide occasionally and the latest version will be made available within the Coupa Partner Portal. All program rights and benefits are subject to compliance with the most current version of this guide. Coupa Software reserves the right to modify the program referenced herein at its discretion or restrict/deny participation based on the published program rules. All partner practice leads will be notified of program changes via email and updates will be made available within the Coupa Partner Portal.

The terms of this partner guide are subject to the terms of the Coupa Alliance Agreement or Master Subcontracting Agreement between Coupa Software and each participant. Coupa Software does not provide any warranties regarding this guide or the information contained herein and specifically disclaims any liability for damages incurred in connection with reliance on this guide.

To gain access to the Coupa Partner Program, each legal entity must apply to participate in the Program, satisfy the Program membership requirements, and execute a separate agreement with Coupa Software. Those organizations accepted into the partner program will receive confirmation via email, along with a request to execute the necessary NDA, Master Subcontracting Agreements, Resell, Referral Agreements or CoupaLink Agreement directly from the Coupa Alliances Team. An affiliate, subsidiary, or acquired company cannot avail itself of the rights provided under a parent or affiliated entity’s partner agreement without the prior written consent of Coupa Software. In the case of acquisitions, mergers or other business combinations, the membership of the surviving entity and the operating status of the acquired or merged entity, as applicable, will determine the membership applicable to the newly formed entity. Participant must disclose planned changes to corporate structure in advance to allow Coupa Software the opportunity to approve or reject, as appropriate, the effect of such changes on participation in the Program.

OVERVIEW OF COUPA PARTNER PROGRAM

Coupa's partner program, Partner Connect, was designed to create an experienced and highly leveraged partner ecosystem capable of supporting mutual customers looking to optimize business spending from end to end. Partners consist of consulting and implementation practices, technology providers, and resellers focused on source to contract, procure to pay, expense management, business process optimization, change management, and supplier onboarding.

Coupa's partner ecosystem enables Coupa to grow both sales and delivery capabilities at a faster pace, and more efficient level than could otherwise be achieved. In addition to time to value, Coupa's partners are enabled to deliver implementations that are focused on customer success and driving sustainable business value for our shared customers.

The purpose of this document is to provide an overview of the partner program including the tier specific requirements and benefits as they pertain to delivery, training, marketing, and relationship management.

Program Highlights

- Overview of partner types and tiered delivery partner structure
- Requirements associated with partner tier
- Benefits specific to achieved partner tier
- Summary of available web based, virtual, and instructor led partner enablement offerings

Partner Types

Referral Partners

Coupa's referral partners are industry experts and advisors in their fields that provide their customers with expertise and recommendations to improve efficiencies and reduce costs. They help organizations through operational transformation by leveraging process, best practices and new technology. This no cost, no commitment program, is ideal for those wanted to recommend Coupa Software in exchange for a referral fee.

It is important to note that unless otherwise approved through an exception process, new regional partners will enter the Coupa partner program as a referral partner. Partners will only be considered for the Implementation Partner program in the event they have expressed an interest in delivering Coupa implementation services and have generated an agreed upon number of opportunities (converted to customers) within a set time period.

Resell Partners

Coupa's reseller partners enhance our customer impact and extend our global presence with integrated technologies, applications, BPO, GPO services and regionalized offerings. All of our reseller partners have been trained and certified to sell, demonstrate and implement Coupa's Business Spend Management Platform.

CoupaLink Technology Partner

CoupaLink is Coupa's API-based open integration platform that lets technology partners and independent software vendors (ISVs) integrate their products with Coupa. CoupaLink supports APIs for various solution areas which are continuously growing. Partners are able to work closely with Coupa to define streamlined business processes integrated via the APIs that result in a well architected end to end solution for our customers. These integrated solutions help our customers adopt Coupa faster at a significantly lower cost resulting in quantifiable value for their organizations.

CoupaLink SI Integration Accelerators

Similar to CoupaLink for Technology Partners, CoupaLink SI Integration Accelerators enables select system integrator partners to leverage Coupa's API-based open integration platform to develop solutions for our shared customers. These solutions include Tax Engine Integration, ERP Integration, Invoicing, Travel & Expense, and Middleware solutions. Coupa's SI partners leverage their deep knowledge of the Coupa platform, technical acumen, and third-party solution expertise to develop solutions that help our customers expedite their integration solutions. When paired with implementation services, CoupaLink SI Integration Accelerators can provide customers with a complete solution to their implementation and integration needs.

Managed Service Provider (MSP) Partners

Global Elite MSP Partners

Coupa's Global Elite MSP partners are those organizations that have developed significant implementation and Contingent Worker Program delivery capability on a national and international level. These partners support Coupa Contingent Workforce's (CCW) unique software licensing pricing and have built substantial global practices of certified CCW practitioners who configure the CCW technology tool into their overall Contingent Worker Program framework. Global Elite MSP Partners have a consistent proven track record for delivering success on the largest (Fortune 500), and most complex global deployments of the CCW solution. Their program spend under management of Contingent worker, Statement of Work, and Independent Contractor spend is \$50MM and up. In addition to unlimited access to Partner Connect, Global Elite partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

National Premier MSP Partners

Coupa's National Premier MSP Partners are those organizations that have developed implementation and Contingent Worker Program delivery capability on a national (United States) level, as well as support CCW's unique software licensing pricing. These partners have built substantial practices of certified CCW practitioners who configure the CCW technology tool into their overall Contingent Worker Program framework. MSP Partners have a solid proven track record for delivering success for mid-size Contingent Worker Program, that range from \$10MM to \$50MM of contingent worker spend. In addition to unlimited access to Partner Connect, National Premier partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

Authorized MSP Partners

Authorized MSP Partners are organizations that work with Coupa to implement and operate a Contingent Worker Program for a specified client. These Authorized MSP Partners must go through an approval process with Coupa to define scope, pricing, roles & responsibilities, governance, etc. for the CCW implementation for these specific clients. Authorized MSP's dedicate implementation resources to work alongside Coupa Expert Services and fund the Coupa Expert Services costs through savings in the CCW software license pricing model. Coupa Authorized MSP Partners have full access to the Coupa Partner Portal, which provides standard marketing, sales, and implementation material.

Implementation Partners

Coupa Certified Implementation partners are highly skilled and trained to deliver the Coupa solution. After completing platform certification training, Coupa's Implementation partners work collaboratively with Coupa Expert Services to implement Coupa's best in class business spend management solution. Both Coupa and our partners have a vested interest in ensuring customer success and driving sustainable business value.

Implementation Partner Tiers

For implementation partners, Coupa supports three tiers that represent the level of delivery capability and capacity, geographic coverage, implementation experience, and general investment in establishing a Coupa Practice. Assignment to a particular tier is granted at the sole discretion of the Coupa Alliances Team.

Global Elite Implementation Partner

Coupa's Global Elite Implementation partners are those organizations that have developed significant delivery capability across all supported regions. These partners have built substantial global practices of certified Coupa practitioners and have a proven track record for delivering success on the largest and most complex global deployments of the Coupa solution. In addition to unlimited access to Partner Connect, Global Elite partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

Premier Implementation Partner

Coupa's Premier Implementation partners are those organizations that have developed significant delivery capability and experience with the Coupa platform over a number of years. They have established practices of certified Coupa consultants and have delivered the highest quality of successful implementations for a large number of customers. In addition to unlimited access to Partner Connect, Premiere partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

Certified Implementation Partners

Coupa Certified Partners have strong consulting and procurement practices and have invested in training and certifying Coupa practitioners. These partners are organizationally and contractually aligned with Coupa's partner focused delivery approach, and they have full access to the Partner Portal which provides standard marketing, sales, and implementation material. There is no dedicated Alliances Manager for this tier.

PARTNER PROGRAM REQUIREMENTS

Partner Tier	Global Elite	Premier	Certified
Annual Program Fee	No Fee	No Fee	No Fee
Fully Executed Contracting Agreement	Completed	Completed	Completed
Dedicated Alliances Manager (Partner)	Yes	Yes	No
Minimum Practice Size	200+ Platform Certified Resources	25 Platform Certified Resources	15 Platform Certified Resources
Minimum Completed Engagements	20+ Completed Engagements	10+ Completed Engagements	5+ Completed Engagements
Minimum Countries Supported (Sales and Delivery Resources)	5+ Countries Supported	One	One

Partner Program Requirements Summary

Annual Program Fee: At this time, there is no fee associated with the individual partner tiers. Coupa reserves the right to change this in the future.

Subcontracting Agreements: In Coupa's Expert Services Model it is common for the implementation partner to own the direct statement of work with the end customer. Coupa's services team will subcontract under the partner to provide the necessary solution architect, technical architect, and executive steering required to support the engagement. To support this model, it is mandatory that the necessary subcontracting agreements are in place between Coupa and the selected implementation partner. Coupa's standard agreements are referenced in the appendix of this document.

Alliances Manager: A dedicated Alliance Manager is a resource responsible for owning or serving as the initial point of contact for all marketing, sales, and delivery related items between Coupa and the manager's organization.

Practice Size: Practice size refers to the number of Coupa platform trained and certified resources. Following instructor led certification, resources are required to maintain their certification through three web-based release specific training courses per year.

Completed Engagements: Completed engagements refer to the number of implementations delivered by the partner from kickoff to initial Go-Live. These may include variations of use such as P2P, P2O, S2O, S2P, Expenses, and an assortment of Power Applications.

Supported Countries: Supported countries refers to the individual countries where a partner has platform trained and certified resources capable of supporting an implementation.

Partner Program Benefits

The below information covers those benefits that partners are able to receive based on the current tier of their Coupa Practice.

Delivery

Partner Tier	Global Elite	Premier	Certified
Unlimited access to Coupa's Success Portal (Technical Knowledge Base)	Yes	Yes	Yes
Unlimited Access to Coupa's Community Forum	Yes	Yes	Yes
Preferred Expert Services Rates	Yes	No	No
Implementation Support via Coupa Expert Services typically subcontracted under	Yes	Yes	Yes

Partner Portal Access: As a Coupa Partner, resources are given access to partnerconnect.coupa.com as well as support.coupa.com. These portals give users access to search release notes about all project features, submit cases to Coupa Support, and register/track opportunities. Sales and Marketing material is also available via the Coupa Partner Portal.

Coupa Community Forum: The community forum is the main application through which feature ideas can be submitted and reviewed. Partners have the ability to suggest new ideas, as well as review ideas submitted by customers. The Coupa project team provides direct feedback within the community forum.

Services Rates: In Coupa's standard delivery model Coupa will subcontract under the partner leading the Coupa Implementation. Rates are specific to the base country of the implementation (base country of the end customer), however Global Elite Partners will be supported with a preferred rate.

Expert Services: The Coupa Expert Services model consists Coupa resources subcontracting under an approved partner to provide the necessary functional and technical expertise to supplement the project team and ensure a successful implementation. For those partners that have not yet executed a master subcontracting agreement and achieved a sufficient level of proficiency, Coupa will reserve the right to contract directly with the end customer.

Training

Partner Tier	Global Elite	Premier	Certified
Unlimited Access to Web- based learning	Yes	Yes	Yes
Number of demo instances supported	2 per country	2 instances	1 Instance
Access to New Release and Training Webinars	Yes	Yes	Yes
Access to Online and Instructor Led Sales Training	Yes	Yes	Yes
Access to Partner Conducted Training	Yes	Yes	No
Discount of Training List Price	40%	30%	25%

Web-based learning: Through Coupa University, Coupa provides a wealth of web-based learning that can be taken by partner resources on demand. All certifications are tracked within Coupa University, and release specific certification is required three times per year to maintain platform certification.

Demo Instances: Demo instances are provided to partners for the purpose of supporting configuration testing, vertical specific configurations, and software demonstrations.

Sales Enablement: Sales enablement training is available through web-based learning within Coupa University in special instances, Coupa will consider supporting attendance at a Coupa hosted sales onboarding session.

Partner Conducted Training (PCT): Partner Conducted Training refers to a program through which partners can become certified to train and certify their own resources (train the trainer). This model gives partners flexibility around training schedule and class size, as well as a reduced price per person. If you wish to pursue PCT training, please contact training@coupa.com or your Alliances Manager.

Discounted Training Pricing: All approved Coupa partners receive a reduced price on training with the applied discount increasing with each elevation in partner tier. Check with your Alliances Manager for discount codes and rates.

Marketing

Partner Tier	Global Elite	Premier	Certified
Distinct classification on Coupa Website including customer testimonials and videos	Yes	Yes	Yes
Support of Annual Marketing Planning	Yes	Yes	No
Approved use of Coupa Certified Logo	Yes	Yes	Yes
Access to Coupa Marketing Tools & Campaigns	Yes	Yes	Yes
Approved Co-Marketing Funds	Yes	No	No
Early access to Inspire Sponsorship Opportunities	Yes	Yes	No
Support for joint press releases	Yes	Yes	Yes

Website Classification: All partners and their corresponding classification will be noted on Coupa's website under the *Partner Connect* or *Locate a Partner* subpages. It is important to note that partners have the opportunity to provide information on their company specific pages including practice overviews, case studies, white papers, and customer testimonials.

Annual Marketing Planning: As part of our business review process, partners at certain tiers will also have an opportunity to plan out yearly joint marketing plans with Coupa.

Approved use of Coupa Logo: All Global Elite, Premier, and Certified partners are permitted to reference Coupa and use Coupa's certified logo.

Coupa Marketing Tools and Campaigns: As part of marketing planning, partners will have the opportunity to take part in Coupa Connect events and other campaigns driven by the marketing team.

Joint Press Releases: Partners within the Coupa Partner Connect program will have the opportunity to release joint press releases highlighting key customer acquisitions and go-lives as well as technology and geographical expansions in the partnership.

MDF OVERVIEW

With the introduction of the partner classification structure, select partner tiers will be eligible for the Marketing Development Funds (MDF).

Eligible Reimbursements

Joint Customer Events

- This includes any event that has customers or prospects in attendance.
- Field Events: Sporting Events, Coupa Connects, prospect/customer lead generation or deal closing activities.
- Customer happy hours, breakfast, lunch or dinner events, essentially any meal-oriented event.

Joint Campaigns

- Thought leadership pieces: This includes payment to third party organizations for creation, hosting and subsequent lead generation programs associated with the piece. It can include digital assets as well as printed assets.
- Content Creation: Payment to writers, editors, graphical designers, web design, digital assets, infographics, blog postings, costs associated with social media posts.
- Design: Payment to graphical, print layout, website, technical diagram creation.
- Call to Action email campaigns: Any email campaign to customer and prospects that could include html creation, landing page creation, a giveaway including contest or participation prizes.
- Prospect List Purchases: Any list purchased for the purpose of co-marketing either by target buyer and/or vertical, geographical targets.
- Webinars: Including third party speakers or agencies hosting and creating the content, moderators, hosting and digital asset creation. Also includes the buying of lists, marketing to drive attendance and follow up campaigns.

Joint Assets

- Customer Case Studies: Cost associated with customer interviews, content creation, design and printing, posting online costs.
- Joint Product/Partnership Brochures: Cost associated with joint product/service messaging, relationship value messaging, content creation, design and printing, posting online costs.
- Video: Cost associated with customer compensation if any related to time and/or travel expenses, videographer and crew and post filming editing, hosting and posting on respective partner/Coupa and/or third-party sites.
- Whitepapers: Costs associated with writers, content development, third party agencies for creation and hosting, distribution costs.

Joint Advertising

- Digital: Banners, ads, event participation promotion including SEO inclusion charges
- Print: Content and graphical creation, fees for placement in newspapers, magazines and printing costs for physical distribution
- Advertorials: content and graphical creation and promotion, third party hosting, placement fees and other related costs to the piece

Co-Branded Giveaways: Purchase of items jointly branded to be used at any customer/ prospect facing event or meeting.

Co-Marketing Funds: Partners in the Global Elite tier will have the option to take advantage of joint marketing funds. More details provided under Marketing Development Fund (MDF) section.

Inspire Conference: Coupa hosts an annual industry conference for customers, prospects, and partners. Higher tiers will provide partners with early access for registration and sponsorship opportunities.

Joint Industry Events: Could include fees for speakers to speak on Coupa/partner behalf as industry experts, sponsorship fees if exhibiting together, all booth fees including set-up, carpeting, chairs, booth creation, electricity wireless, cleaning and special signage, roll-up banners, joint brochures. customer events associated with the event, PowerPoint and/or demo creation, joint ad creation. Including writers, content creation, graphical design and hosting fees for Joint PowerPoint Presentations, joint brochures, joint demos, webinar, newsletters, FAQs

Sales Tools: The creation of any sales tool for the purpose of joint sales teams to present either internally for education or externally for prospects/ customers. Could include fees for speakers to speak on Coupa/ partner behalf as industry experts, sponsorship fees if exhibiting together, all booth fees including set-up, carpeting, chairs, booth creation, electricity wireless, cleaning and special signage, roll-up banners, joint brochures. Customer events associated with the event, PowerPoint and/or demo creation, joint ad creation

Ineligible Reimbursements

The following activities/items are not eligible for MDF reimbursement.

- Inspire sponsorship fees.
- Training.
- Travel Expenses for employee training or other events unless the travel is for a customer or third-party speaker.
- Fees associated with services payments to Coupa, i.e. when Coupa acts as a sub to the partner for customer implementation.
- All activities must be mutually agreed to in advance.
- Partner must submit reimbursement request within 30 days of activity.
- The program can be changed at any time without notification.

Relationship Management

Partner Tier	Global Elite	Premier	Certified
Dedicated Executive Sponsor and named Channel Account Manager	Yes	Yes	No
Unlimited Access to Coupa's Partner Connect Portal	Yes	Yes	Yes
Access to Partner Communications, Newsletters, and Updates	Yes	Yes	Yes
Access to deal registration program with referral fee	Yes	Yes	Yes
Discounts on platform for internal use	Yes	Yes	No

Dedicated Account Manager: For partners of certain tier, a designated Coupa Account Manager will be appointed.

Partner Connect Portal: All Global Elite, Premier, and Certified partners will have access to the Partner Connect Portal which provides implementation, sales, and marketing connect as well as the ability to register/ track opportunities.

Partner Communications and Newsletters: All Global Elite, Premier and Certified partners will be received periodic updates both through a formal newsletter, and less formal program updates from the Partner Success Management Team.

Deal Registration and Referral Program: Through the Partner Connect Portal, all partners will have the access to register and track opportunities. Global Elite and Premier partners may opt to leverage the MDF program rather than access referral fees.

Internal Platform Use: Many Coupa Partners leverage the Coupa Platform for their own internal procurement and expense management processes. Partners in the program have the opportunity to receive discounted pricing for their internal use of Coupa.

CoupaLink Certification

CoupaLink is Coupa's API-based open integration platform that lets technology partners and independent software vendors (ISVs) integrate their products with Coupa. CoupaLink supports APIs for various solution areas. Visit [Coupa Link](#) for more details.

Partners are able to work closely with Coupa to define streamlined business processes integrated via the APIs that result in a well-architected end-to-end solution for our customers. These integrated solutions help our customers adopt Coupa faster at a significantly lower cost resulting in quantifiable value for their organizations. Please see the [CoupaLink program guide](#) for information on the certification process, benefits and go to market activities.

Program Governance

Coupa performs an ongoing review to determine each partner's appropriate tier placement, comparing the partner's results to program requirements for the previous 12 months. In addition, performance results will be monitored on a regular basis to determine performance that may affect their Program status and result in possible tier promotions for the following year.

ABOUT COUPA

Coupa Software is the leading provider of BSM solutions. We offer a comprehensive, cloud-based BSM platform that has connected hundreds of organizations with more than four million suppliers globally. Our platform provides greater visibility into and control over how companies spend money. Using our platform, businesses are able to achieve real, measurable value and savings that drive their profitability. Learn more at www.coupa.com. Read more on the Coupa Blog or follow @Coupa on Twitter.



Appendix

COLLABORATION AGREEMENT

This Collaboration Agreement (the “**Agreement**”) is effective as of _____ (the “**Effective Date**”) by and between Coupa Software, Inc., a Delaware corporation with its principal place of business at 1855 South Grant St., San Mateo, CA 94402, USA (“**Coupa**”), and _____, a [_____] corporation with its principal place of business at _____ (“**Partner**”).

BACKGROUND

Coupa is the provider of the Coupa Platform, a cloud-based business spend management software solution. Coupa’s offering is hereafter referred to as: “**Coupa Solution**”. Partner is a systems integrator, who offers its clients, inter alia, software implementation and integration services. Partner’s offering is hereafter referred to as: “**Partner Services**”.

Coupa and Partner intend to work together closely to form a mutually beneficial relationship, to provide for collaboration in marketing and selling of the Coupa Solution and the Partner Services in connection with the implementation of the Coupa Solution for one or more clients of Coupa and Partner (each, a “**Client**”) pursuant to separate agreements.

AGREEMENT

1. Term.

Except as otherwise mutually agreed upon by the parties in writing, the term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year, subject in any event to the parties’ termination rights in this Agreement.

2. Joint Marketing.

- 2.1** The parties intend to offer their services in a complementary manner in the interests of their respective clients. It’s the goal of the parties to offer their respective clients a combination of services with matching content, thereby providing to clients an optimized solution approach. In the marketing phase the parties typically offer concept consulting for clients interested in implementing the Coupa Solution. Accordingly, the parties will offer to clients the Coupa Solution and other services for the implementation and technical operation of the Coupa Solution.
- 2.2** Before entering the marketing phase, Coupa and Partner will identify opportunities in accordance with this Agreement in order to inform their clients of the Coupa Solution and the Partner Services. Furthermore, the parties will inform each other of their activities to initiate business and of potential purchasers that could be of interest as a client for the other party, whereby observing their respective obligations of confidentiality.
- 2.3** On entering into this Agreement, the parties undertake to perform the following activities / services:
- **performance of joint events / presentations**
 - **granting “logo presence”**
 - **mentions on websites**
- 2.4** The parties shall use the logo or name of the other party in advertising materials, presentations or other online or printed materials available to third parties only with the prior written approval of the other party as instructed. The right to use the logo or name of the other party is granted free of charge.
- 2.5** Any joint marketing plan, as may be mutually agreed and updated between the parties from time to time, shall be considered a written approval and authorization in the aforementioned sense and sufficient to carry out such agreed marketing activities, if specified by the parties in such marketing plan.

3. Contractual Relationships with Clients.

- 3.1 Separate Offering.** The parties mutually undertake to closely coordinate their activities in the interests of their clients. Notwithstanding the foregoing, this Agreement does not oblige a party to enter into a service relationship with a client of the other party for or in connection with the Coupa Solution or Partner Services respectively. The parties offer their respective services to their clients on the basis of separate agreements, in their own name, on their own account and under their own responsibility. Neither party is authorized to issue declarations or commitments on behalf of the other party, to receive payments for the other party or to commit the other party to providing a service for clients.
- 3.2 No Obligation.** The parties are free in individual cases to offer or perform services in connection with providing or implementing each their own offering even in cases in which an offer is not made by the respective other party or is not accepted by the potential client. In such event, each party is free to work with other consultants or providers. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning a client opportunity.

4. Confidential Information.

The terms of any existing non-disclosure agreement ("NDA") as previously executed by the parties shall apply. If no NDA is in place as of the Effective Date of this Agreement, the following terms apply:

- 4.1** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Coupa Solution, the Partner Services, the Deliverables (if any), business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 4.2** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Notwithstanding the foregoing, for clarity, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's subcontractors with a need-to-know who are performing obligations on behalf of the Receiving Party in connection with this Agreement, provided that the Receiving Party (a) requires in writing that such subcontractors are bound by written obligations to protect the Disclosing Party's Confidential Information that are consistent with the obligations herein, and (b) remains responsible for the actions or omissions of such subcontractors as if they were Receiving Party's own actions or omissions.
- 4.3** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes.
- 4.4** Except as expressly provided in this Agreement, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

- 4.5** Upon termination or expiration of this Agreement, each party shall forthwith return to the other party all Confidential Information and other papers, materials and properties of such other party (including all copies thereof and notes thereon).
- 4.6** The provisions of this Section 4 shall survive termination or expiration of this Agreement for any reason for up to five (5) years thereafter. Thereafter, the Receiving Party shall retain the Confidential Information in accordance with its data retention policy. Notwithstanding the foregoing, for Confidential Information that is a trade secret under applicable law, such obligations shall survive until such Confidential Information is no longer such a trade secret.
- 5. Ownership Rights.**
- 5.1 Coupa Materials.** Coupa and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Coupa Solution and any Coupa proprietary documents, data, know-how, methodologies, and other materials provided to Partner by Coupa ("**Coupa Materials**"), including all intellectual property rights therein.
- Subject to Sections 2.4 and 2.5, Partner shall have no right or license to use any Coupa Materials except Partner shall have a royalty-free, non-exclusive right and license to use, reproduce, and distribute Coupa Materials solely in connection with the marketing of the Coupa Solution. All other rights in and to the Coupa Materials are expressly reserved by Coupa.
- 5.2 Partner Materials.** Partner and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Partner Services and any Partner proprietary documents, data, know-how, methodologies, and other materials provided to Coupa by Partner ("**Partner Materials**"), including all intellectual property rights therein.
- Subject to Sections 2.4 and 2.5, Coupa shall have no right or license to use any Partner Materials except Coupa shall have a royalty-free, non-exclusive right and license to use, reproduce, and distribute Partner Materials solely in connection with the marketing of the Partner Services. All other rights in and to the Partner Materials are expressly reserved by Partner.
- 6. No Warranties.**
- Each party warrants that it has the right to conduct marketing activities under this Agreement. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT, REGARDING THE MARKETING ACTIVITIES.
- 7. Termination.**
- 7.1** Either party may terminate the Agreement if the other party breaches any of the terms and conditions set forth herein or otherwise fails to perform any of the other provisions of the Agreement and does not cure such breach or failure within a period of ten (10) business days after receipt of notice of such breach or failure.
- 7.2** Either party may terminate this Agreement and/or performance hereunder, effective immediately, such party determines that the other party has acted dishonestly or grossly negligent, committed an act of willful misconduct, or acted in any way that material adversely affects such party's reputation. Either party may also terminate the Agreement immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the Agreement conflict with any applicable law, rule, independence or other professional regulations, standards or guidelines to which such party conforms.
- 7.3** Upon termination or expiration of this Agreement, all terms and conditions which by their nature are intended to survive shall survive, including, without limitation, Section 4 (Confidential Information, subject to Section 4.6), Section 5 (Ownership Rights), Section 7 (Termination), Section 8 (Limitation of Liability), and Section 9 (Miscellaneous).

8. Limitation of Liability.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR FOR AN AMOUNT IN EXCESS OF USD 10,000, - (TENTHOUSAND). THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO THE PARTY'S OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIAL INFORMATION) OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES WHETHER HEREUNDER OR OTHERWISE.

9. Miscellaneous.

9.1 Assignment. This Agreement may not be assigned or delegated by either party without the other party's prior written consent. Any attempted assignment or delegation of its rights or obligations will be null and void.

9.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the meaning of such provision will be interpreted, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save such provision, it will be severed from this Agreement, which will remain in full force and effect unless the severed provision is essential and material to this Agreement. In such event, the parties will use good faith efforts to substitute a valid and enforceable provision or agreement that most nearly affects the parties' intent.

9.3 Dispute Resolution. This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief. The prevailing party in any dispute arising under this Agreement shall be awarded its reasonable attorney fees and costs.

9.4 Costs and Expenses. Unless otherwise agreed, each party will bear its own costs incurred in the performance of its obligations hereunder.

9.5 Notice. All notices hereunder will be made in writing and delivered by personal service to the other party or sent by certified mail, postage prepaid, return receipt requested. Notice will be considered given when delivered in person, or on the fifth (5th) day after being deposited in the mail. Notices will be addressed pursuant to the addresses provided in opening paragraph of this Agreement, unless either party gives notice to the other party of a change of address. In addition to the foregoing, notices to Coupa under this Agreement should also be sent to legalnotices@coupa.com.

9.6 Waiver. No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually agreed to in writing by both parties. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter.

9.7 Construction. Titles or headings to the Sections of this Agreement are not part of the terms of this Agreement but are inserted solely for convenience. As used in this Agreement, the term "includes" means, "includes, but is not limited to," and the term "including" means, "including, but not limited to."

- 9.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 9.9 Relationship of Parties.** Each party has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its own respective obligations set forth in this Agreement, except as otherwise agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Coupa and Partner. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party.
- 9.10 No Exclusivity.** This Agreement in no way limits the right of either party to offer or perform the Coupa Solution or the Partner Services to their existing or potential clients. For the avoidance of doubt, subject always to observing their respective obligations of confidentiality, each party may collaborate independently with any third party outside of this Agreement.
- 9.11 Data Protection.** The parties undertake to comply with all relevant provisions of applicable data protection law, in particular those of Regulation (EU) 2016/679 (GDPR).
- 9.12 Entire Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties and cancels all previous arrangements and agreements between them. There are no understandings or agreements regarding the subject matter of this Agreement that are not fully expressed herein. This Agreement may be modified only in writing and, except as expressly provided in this Agreement with regard to amendments to the exhibits of this Agreement, only upon the parties' mutual consent.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

Coupa	Partner
By:	By:
Print Name:	Print Name:
Title:	Title:

MASTER SUBCONTRACT AGREEMENT

(Coupa as Sub)

This Master Subcontract Agreement (the “**Agreement**”) is effective as of _____ (the “**Effective Date**”) by and between Coupa Software, Inc., a Delaware corporation with its principal place of business at 1855 South Grant St., San Mateo, CA 94402, USA (“**Coupa**”), and _____, a [_____] corporation with its principal place of business at _____ (“**Partner**”).

BACKGROUND

Coupa and Partner desire to establish a contract pursuant to which Partner may, from time to time, subcontract to Coupa, and Coupa may perform certain advice, guidance or other professional services (“**Services**”) in connection with the implementation of Coupa’s software solution for one or more clients of Coupa and Partner (each, a “**Client**”) pursuant to one or more Statements of Work (“**SOW**”) executed between the parties, on the terms and subject to the conditions set forth in this Agreement and the applicable SOWs. This Agreement, together with the applicable SOWs and any attachments thereto, are referred to as the Agreement. The Client will contract directly with Coupa for the use of the Coupa software solution, and Partner will not be a party to that contract.

AGREEMENT

10. Term.

Except as otherwise mutually agreed upon by the parties in writing, the term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year, subject in any event to the parties’ termination rights in this Agreement. Each SOW executed by the parties prior to the effective date of such termination shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, which are by this reference incorporated into and made a part of each such SOW, until such SOW expires or terminates on its own terms.

11. Statement of Work.

Partner may, from time to time in its discretion, propose SOWs to Coupa describing the Services to be performed to be delivered by Coupa. The SOW will be developed in cooperation with Coupa and may reflect the following, as applicable: (i) the term or period of time during which Coupa will perform the Services, provide resources or otherwise perform its obligations as specified in the SOW; (ii) a description of the Services to be performed; (iii) a description of Partner and/or Client’s obligations related to the SOW (if any), including any facilities, equipment, personnel and tasks or other support to be provided or performed; (iv) fees and expenses under the SOW, or, if applicable, the basis on which such fees and expenses will be computed; and (v) any other terms and conditions applicable to performance of the SOW and the obligations of the parties. Each SOW shall be made effective as of the date of the commencement of the Services or, if earlier, the date of execution of such SOW.

12. Compensation and Payment.

12.1 Partner will pay Coupa fees and expenses as set forth in such SOW. Coupa shall submit invoices in a form reasonably acceptable to Partner. Except as otherwise set forth in the applicable SOW, Partner will remit payment within thirty (30) days following receipt of the applicable invoice.

12.2 Partner shall pay, or otherwise reimburse Coupa for, all taxes, levies, customs or duties however designated (exclusive of taxes based upon Coupa’s net income), or other amounts legally levied in lieu thereof, based upon or measured by charges set forth in this Agreement or on the Services or attendant licenses or services (including maintenance) or their use, on or hereafter imposed under authority of any foreign, federal, state, or local taxing jurisdiction.

13. Confidential Information.

- 13.1** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Services, the Deliverables, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 13.2** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Notwithstanding the foregoing, for clarity, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's subcontractors with a need-to-know who are performing obligations on behalf of the Receiving Party in connection with this Agreement, provided that the Receiving Party (a) requires in writing that such subcontractors are bound by written obligations to protect the Disclosing Party's Confidential Information that are consistent with the obligations herein, and (b) remains responsible for the actions or omissions of such subcontractors as if they were Receiving Party's own actions or omissions.
- 13.3** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes.
- 13.4** Except as expressly provided in this Agreement, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.
- 13.5** Upon termination or expiration of this Agreement, each party shall forthwith return to the other party all Confidential Information and other papers, materials and properties of such other party (including all copies thereof and notes thereon).
- 13.6** The provisions of this Section 4 shall survive termination or expiration of this Agreement for any reason for up to five (5) years thereafter. Thereafter, the Receiving Party shall retain the Confidential Information in accordance with its data retention policy. Notwithstanding the foregoing, for Confidential Information that is a trade secret under applicable law, such obligations shall survive until such Confidential Information is no longer such a trade secret.

14. Place of Performance.

Coupa shall perform the Services ordered hereunder as described in the applicable SOW. When performing Services at Partner's or Client's facilities/premises, Coupa shall abide by any code of conduct or other reasonable rules and regulations

provided to Coupa for security and personnel identification, access and work at Partner's or Client sites and for safeguarding classified information.

15. Ownership Rights.

- 15.1** The Services provided hereunder are in support of the implementation of Coupa's services and software solution and thus generally repeated for one or more clients of Coupa. As such, as between the parties, Coupa owns, and will continue to retain exclusive ownership of, Coupa's software solutions, the Services, any deliverables or work product created or developed by or on behalf of Coupa under this Agreement ("**Deliverables**"), and any and all derivatives, enhancements or modifications thereto, including all intellectual property rights therein; all such rights are hereby retained by Coupa and no assignment of such rights are made under this Agreement. Notwithstanding the foregoing, Coupa hereby grants Partner a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to (A) use the Deliverables for a respective Client under this Agreement solely in support of the services related to the implementation of the Coupa software solutions that Partner delivers to such Client and (B) grant to Client the right to use the Deliverables for the Client's own business purposes solely in connection with the Client's use of the Coupa software solutions.
- 15.2** Partner and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to any Partner proprietary documents, data, know-how, methodologies, and other materials provided to Coupa by Partner ("**Partner Materials**"), including all intellectual property rights therein. Coupa shall have no right or license to use any Partner Materials except Coupa shall have a royalty-free, non-exclusive right and license to use, reproduce, and distribute Partner Materials solely in connection with the provision and/or use of the Services and Deliverables. All other rights in and to the Partner Materials are expressly reserved by Partner.

16. Warranties.

Coupa represents and warrants to Partner that the Services to be performed and/or deliverables provided under this Agreement and/or the applicable SOW: (1) shall be of the quality required by the applicable SOW and shall be performed in a timely and professional, workmanlike manner by qualified personnel in accordance with generally accepted industry standards and (2) shall be performed in accordance with the descriptions or specifications set forth in the applicable SOW and in accordance with all applicable federal and state laws, rules and regulations. Partner must report any deficiencies in the Services to Coupa in writing within thirty (30) days of performance of such services in order to receive warranty remedies. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. For any breach of the warranty in this section, the exclusive remedy shall be the re-performance of the applicable Services.

17. Indemnification.

- 17.1 By Coupa.** Coupa will (i) defend and indemnify Partner, its officers, directors and employees against any third party suit, claim, or demand (each a "**Claim**") that alleges any Deliverables provided by Coupa in accordance with this Agreement and the applicable SOW infringe any issued patent, copyright, trademark or misappropriation of any trade secret of such third party; and (ii) pay any court-ordered award of damages or settlement amount (which may include any expense, liability, loss, damage, costs or reasonable attorneys' fees), each to the extent payable to a third party, to the extent arising from such Claims. Notwithstanding the foregoing, if Coupa reasonably believes that Partner's use of any portion of the Deliverables is likely to be enjoined by reason of any Claims then Coupa may, at its expense and in its sole discretion: (i) procure for Partner and the Client the right to continue using the Deliverables; (ii) replace the same with other deliverables of substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the Deliverables so that there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of the Deliverables as set out herein or in the applicable SOW. If (i), (ii), and (iii) above are not available on commercially reasonable terms in Coupa's judgment, Coupa may terminate the affected SOW for the affected portion of the Deliverables

and refund to Partner the fees paid by Partner for the affected Deliverables. The foregoing indemnification obligation of Coupa shall not apply: (1) if the Deliverables are modified by any party other than Coupa (or someone acting at Coupa's direction), but solely to the extent the alleged infringement is related to such modification; (2) the Deliverables are combined with other non-Coupa products, applications, or processes not authorized by Coupa, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Deliverables, or use that is not in compliance with all applicable laws and related documentation; (4) to any third party products, processes or materials that are not provided by Coupa; or (5) to any Claims arising as a result of the content of the Partner or Client information, including, without limitation, any Claims arising from Coupa's compliance with Partner's or Client's specifications or directions.

17.2 By Partner. Partner will (i) defend and indemnify Coupa and their respective officers, directors, and employees from and against any third party Claims that allege that any Partner Materials provided pursuant to this Agreement infringes any issued copyright, patent, trademark or misappropriates trade secret rights of any third party, and (ii) pay any court-awarded award of damages or settlement (which may include any expense, liability, loss damage, costs or reasonable attorneys' fees), each to the extent payable to a third party, to the extent arising from such Claims. The foregoing indemnification obligation of Partner shall not apply: (1) if the Partner Materials are modified by any party other than Partner (or someone acting at Partner's direction), but solely to the extent the alleged infringement is related to such modification; (2) the Partner Materials are combined with other non-Partner products, applications, or processes not authorized by Partner, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Partner Materials, or use that is not in compliance with all applicable laws and related documentation; (4) to any third party products, processes or materials that are not provided by Partner; or (5) to any Claims arising as a result of the content of Coupa information, including, without limitation, any Claims arising from Partner's compliance with Coupa's specifications or directions.

17.3 Process. The indemnifying party's obligations under Section 8 are subject to the following: (i) the indemnified party shall promptly notify the indemnifying party in writing of any Claims; (ii) the indemnifying party shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that the indemnifying party may not settle any Claims that require any indemnified party to admit any civil or criminal liability or incur any financial obligation without the indemnified party's consent, which consent shall not be unreasonably withheld); and (iii) the indemnified party shall cooperate fully to the extent necessary at the indemnifying party's cost in such defense and settlement.

17.4 THIS SECTION 17 SETS FORTH THE INDEMNIFYING PARTY'S SOLE LIABILITY AND INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIM HEREUNDER.

18. Insurance.

Coupa shall maintain at all times during the Term of this Agreement: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000.00 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000.00 dollars in the aggregate; (b) Commercial automobile liability insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$6,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance) with minimum limits of US\$10,000,000.00; (e) Workers Compensation Insurance covering Coupa employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial crime insurance including coverage for loss or damage resulting from theft committed by the Coupa's employees, acting alone or in collusion with others, and coverage for computer

crime, with a minimum per event and annual aggregate limit of US\$5,000,000. Upon request, Coupa shall promptly furnish Partner a certificate evidencing the coverages set forth above.

19. Termination.

- 19.1** Either party may terminate the Agreement and/or the applicable SOW if the other party breaches any of the terms and conditions set forth herein or otherwise fails to perform any of the other provisions of the Agreement and does not cure such breach or failure within a period of ten (10) business days after receipt of notice of such breach or failure. Partner shall also have the right to suspend work under this Agreement, at no additional cost, in the event the Client suspends work under Partner's prime contract.
- 19.2** Either party may terminate this Agreement and/or performance hereunder, effective immediately, such party determines that the other party has acted dishonestly or grossly negligent, committed an act of willful misconduct, or acted in any way that material adversely affects such party's reputation. Either party may also terminate the Agreement and/or any SOW immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the Agreement conflict with any applicable law, rule, independence or other professional regulations, standards or guidelines to which such party conforms.
- 19.3** Upon termination or expiration of this Agreement, all terms and conditions which by their nature are intended to survive shall survive, including, without limitation, Section 4 (Confidential Information, subject to Section 4.6), Section 6 (Ownership Rights), Section 8 (Indemnification), Section 10 (Termination), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination shall not relieve Partner of the obligation to pay any fees accrued or payable to Coupa pursuant to this Agreement or a SOW.

20. Limitation of Liability.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY PARTNER TO COUPA UNDER THE AFFECTED SOW (WITH ALL CLAIMS UNDER A SOW BEING AGGREGATED IN SATISFACTION OF THE LIMIT). THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO THE PARTY'S OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIAL INFORMATION), SECTION 17 (INDEMNIFICATION), OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES WHETHER HEREUNDER OR OTHERWISE.

21. Miscellaneous.

- 21.1 Assignment.** This Agreement may not be assigned or delegated by either party without the other party's prior written consent. Any attempted assignment or delegation of its rights or obligations will be null and void.
- 21.2 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the meaning of such provision will be interpreted, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save such provision, it will be severed from this Agreement, which will remain in full force and effect unless the severed provision is essential and material to this Agreement. In such event, the parties will use good faith efforts to substitute a valid and enforceable provision or agreement that most nearly affects the parties' intent.
- 21.3 Dispute Resolution.** This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration in San

Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief. The prevailing party in any dispute arising under this Agreement shall be awarded its reasonable attorney fees and costs.

- 21.4 Costs and Expenses.** Unless otherwise set forth in an applicable SOW, each party will bear its own costs incurred in the performance of its obligations hereunder.
- 21.5 Notice.** All notices hereunder will be made in writing and delivered by personal service to the other party or sent by certified mail, postage prepaid, return receipt requested. Notice will be considered given when delivered in person, or on the fifth (5th) day after being deposited in the mail. Notices will be addressed pursuant to the addresses provided in opening paragraph of this Agreement, unless either party gives notice to the other party of a change of address. In addition to the foregoing, notices to Coupa under this Agreement should also be sent to legalnotices@coupa.com.
- 21.6 Waiver.** No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually agreed to in writing by both parties. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter.
- 21.7 Construction.** Titles or headings to the Sections of this Agreement are not part of the terms of this Agreement but are inserted solely for convenience. As used in this Agreement, the term “includes” means, “includes, but is not limited to,” and the term “including” means, “including, but not limited to.”
- 21.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 21.9 Relationship of Parties.** Coupa is performing pursuant to this Agreement only as an independent contractor. Each party has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its own respective obligations set forth in this Agreement, except as otherwise agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Coupa and Partner. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party.
- 21.10 Entire Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties and cancels all previous arrangements and agreements between them. There are no understandings or agreements regarding the subject matter of this Agreement that are not fully expressed herein. This Agreement may be modified only in writing and, except as expressly provided in this Agreement with regard to amendments to the exhibits of this Agreement, only upon the parties’ mutual consent.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

Coupa	Partner
By:	By:
Print Name:	Print Name:

Title:	Title:
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EXHIBIT A - STATEMENT OF WORK
(to be attached separately)

MASTER SUBCONTRACT AGREEMENT

(Coupa as Prime)

This Master Subcontract Agreement (the “**Agreement**”) is effective as of _____ (the “**Effective Date**”) by and between Coupa Software, Inc., a Delaware corporation with its principal place of business at 1855 South Grant St., San Mateo, CA 94402, USA (“**Coupa**”), and _____, a [_____] corporation with its principal place of business at _____ (“**Subcontractor**”).

BACKGROUND

Coupa and Subcontractor desire to establish a contract pursuant to which Coupa may, from time to time, subcontract to Subcontractor, and Subcontractor may perform certain advice, guidance or other professional services (“**Services**”) in connection with the implementation of Coupa’s software solution for one or more clients of Coupa (each, a “**Client**”) pursuant to one or more Statements of Work (“**SOW**”) executed between the parties, on the terms and subject to the conditions set forth in this Agreement and the applicable SOWs. This Agreement, together with the applicable SOWs and any attachments thereto, are referred to as the Agreement. The Client will contract directly with Coupa for the use of the Coupa software solution, and Partner will not be a party to that contract.

AGREEMENT

22. Term.

Except as otherwise mutually agreed upon by the parties in writing, the term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year, subject in any event to the parties’ termination rights in this Agreement. Each SOW executed by the parties prior to the effective date of such termination shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, which are by this reference incorporated into and made a part of each such SOW, until such SOW expires or terminates on its own terms.

23. Statement of Work.

Coupa may, from time to time in its discretion, propose SOWs to Subcontractor describing the Services to be performed to be delivered by Subcontractor. The SOW will be developed in cooperation with Subcontractor and may reflect the following, as applicable: (i) the term or period of time during which Subcontractor will perform the Services, provide resources or otherwise perform its obligations as specified in the SOW; (ii) a description of the Services to be performed; (iii) a description of Coupa and/or Client’s obligations related to the SOW (if any), including any facilities, equipment, personnel and tasks or other support to be provided or performed; (iv) fees and expenses under the SOW, or, if applicable, the basis on which such fees and expenses will be computed; and (v) any other terms and conditions applicable to performance of the SOW and the obligations of the parties. Each SOW shall be made effective as of the date of the commencement of the Services or, if earlier, the date of execution of such SOW.

24. Compensation and Payment.

24.1 Coupa will pay Subcontractor fees and expenses as set forth in such SOW. Subcontractor shall submit invoices in a form reasonably acceptable to Coupa. Except as otherwise set forth in the applicable SOW, Coupa will remit payment within thirty (30) days following receipt of the applicable invoice.

24.2 Coupa shall pay, or otherwise reimburse Subcontractor for, all taxes, levies, customs or duties however designated (exclusive of taxes based upon Subcontractor’s net income), or other amounts legally levied in lieu thereof, based upon or measured by charges set forth in this Agreement or on the Services or attendant licenses or services (including maintenance) or their use, on or hereafter imposed under authority of any foreign, federal, state, or local taxing jurisdiction.

25. Confidential Information.

- 25.1** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Services, the Deliverables, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 25.2** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Notwithstanding the foregoing, for clarity, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's subcontractors with a need-to-know who are performing obligations on behalf of the Receiving Party in connection with this Agreement, provided that the Receiving Party (a) requires in writing that such subcontractors are bound by written obligations to protect the Disclosing Party's Confidential Information that are consistent with the obligations herein, and (b) remains responsible for the actions or omissions of such subcontractors as if they were Receiving Party's own actions or omissions.
- 25.3** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes.
- 25.4** Except as expressly provided in this Agreement, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.
- 25.5** Upon termination or expiration of this Agreement, each party shall forthwith return to the other party all Confidential Information and other papers, materials and properties of such other party (including all copies thereof and notes thereon).
- 25.6** The provisions of this Section 4 shall survive termination or expiration of this Agreement for any reason for up to five (5) years thereafter. Thereafter, the Receiving Party shall retain the Confidential Information in accordance with its data retention policy. Notwithstanding the foregoing, for Confidential Information that is a trade secret under applicable law, such obligations shall survive until such Confidential Information is no longer such a trade secret.

26. Place of Performance.

Subcontractor shall perform the Services ordered hereunder as described in the applicable SOW. When performing Services at Coupa's or Client's facilities/premises, Subcontractor shall abide by any code of conduct or other rules and regulations

provided to Subcontractor for security and personnel identification, access and work at Coupa's or Client sites and for safeguarding classified information.

27. Ownership Rights.

27.1 Coupa owns and will continue to retain exclusive ownership of Coupa's software solutions and any other materials provided by or on behalf of Coupa to Subcontractor under this Agreement ("**Coupa Materials**"). The Services provided hereunder are in support of the implementation of Coupa's services and software solution and thus generally repeated for one or more clients of Coupa. As such, as between the parties, Coupa will own, and will continue to retain exclusive ownership of, any deliverables or work product created or developed by or on behalf of Subcontractor under this Agreement ("**Deliverables**"), and any and all derivatives, enhancements or modifications thereto, including all intellectual property rights therein. **All Deliverables hereunder** shall be considered works for hire; provided, however, that to the extent that any of the foregoing may not be deemed a work for hire, all such rights are hereby irrevocably assigned by Subcontractor to Coupa. If and to the extent assignment of ownership in the Deliverables to Coupa is not possible, Subcontractor hereby grants Coupa a worldwide, perpetual, exclusive, transferable, sublicensable, irrevocable, royalty-free license to (A) use, reproduce, import, export, transfer, display, and distribute the Deliverables under this Agreement for its business purposes, including, without limitation, in support of the services related to the implementation of the Coupa software solutions.

27.2 Subcontractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to any Subcontractor proprietary documents, data, know-how, methodologies, and other materials provided to Coupa by Subcontractor ("**Subcontractor Materials**"), including all intellectual property rights therein. Coupa shall have no right or license to use any Subcontractor Materials except Subcontractor grants Coupa a royalty-free, non-exclusive, sublicensable, irrevocable, worldwide, perpetual right and license to use, reproduce, and distribute Subcontractor Materials solely in connection with the provision and/or use of the Services and Deliverables. All other rights in and to the Subcontractor Materials are expressly reserved by Subcontractor.

28. Warranties.

Subcontractor represents and warrants to Coupa that the Services to be performed and/or Deliverables provided under this Agreement and/or the applicable SOW: (1) shall be of the quality required by the applicable SOW and shall be performed in a timely and professional, workmanlike manner by qualified personnel in accordance with generally accepted industry standards and (2) shall be performed in accordance with the descriptions or specifications set forth in the applicable SOW and in accordance with all applicable laws, rules and regulations. Coupa or Client must report any deficiencies in the Services and/or Deliverables to Subcontractor in writing within thirty (30) days of performance of such services in order to receive warranty remedies. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. For any breach of the warranty in this section, the exclusive remedy shall be the re-performance of the applicable Services.

29. Indemnification.

29.1 By Subcontractor. Subcontractor will (i) defend and indemnify Coupa, its affiliates, and their respective officers, directors and employees against any third party suit, claim, or demand (each a "**Claim**") that alleges any Deliverables provided by Subcontractor infringe any patent, copyright, trademark, or other intellectual property right, or misappropriates any trade secret of such third party; and (ii) pay any award of damages or settlement amount (which may include any expense, liability, loss, damage, costs or reasonable attorneys' fees), each to the extent payable to a third party, to the extent arising from such Claims. Notwithstanding the foregoing, if Subcontractor reasonably believes that Coupa's use of any portion of the Deliverables is likely to be enjoined by reason of any Claims then Subcontractor shall, at its expense and in its sole discretion: (i) procure for Coupa and the Client the right to continue using the Deliverables; (ii) replace the same with other deliverables of substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the Deliverables so that

there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of the Deliverables as set out herein or in the applicable SOW. If (i), (ii), and (iii) above are not available on commercially reasonable terms in either party's judgment, Subcontractor may terminate the affected SOW for the affected portion of the Deliverables and refund to Coupa the fees paid by Coupa for the affected Deliverables. The foregoing indemnification obligation of Subcontractor shall not apply: (1) if the Deliverables are modified by any party other than Subcontractor (or someone acting at Subcontractor's direction), but solely to the extent the alleged infringement is related to such modification; (2) the Deliverables are combined with other non-Coupa products, applications, or processes not authorized by Subcontractor, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Deliverables, or use that is not in compliance with all applicable laws and related documentation; (4) to any third party products, processes or materials that are not provided by Subcontractor; or (5) to any Claims arising as a result of the content of the Coupa or Client information, including, without limitation, any Claims arising from Subcontractor's compliance with Coupa's or Client's specifications or directions.

29.2 Process. Subcontractor's obligations under Section 8 are subject to the following: (i) Coupa shall promptly notify Subcontractor in writing of any Claims; (ii) Subcontractor shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that Subcontractor may not settle any Claims that require Coupa or Client to admit any civil or criminal liability or incur any financial obligation without their prior consent, which consent shall not be unreasonably withheld, and provided further that Coupa shall have the right and discretion to retain its own counsel and participate in the defense of the claims, at Coupa's expense); and (iii) Coupa shall cooperate fully to the extent necessary at Subcontractor's cost in such defense and settlement.

29.3 THIS SECTION 17 SETS FORTH SUBCONTRACTOR'S SOLE LIABILITY AND COUPA'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIM HEREUNDER.

30. Insurance.

Subcontractor shall maintain at all times during the Term of this Agreement: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000.00 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000.00 dollars in the aggregate; (b) Commercial automobile liability insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$6,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance) with minimum limits of US\$10,000,000.00; (e) Workers Compensation Insurance covering Coupa employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial crime insurance including coverage for loss or damage resulting from theft committed by the Subcontractor's employees, acting alone or in collusion with others, and coverage for computer crime, with a minimum per event and annual aggregate limit of US\$5,000,000. Upon request, Subcontractor shall promptly furnish Coupa a certificate evidencing the coverages set forth above.

31. Termination.

31.1 Either party may terminate the Agreement and/or the applicable SOW if the other party breaches any of the terms and conditions set forth herein or otherwise fails to perform any of the other provisions of the Agreement and does not cure such breach or failure within a period of ten (10) business days after receipt of notice of such breach or failure. Coupa shall also have the right to suspend work under this Agreement, at no additional cost, in the event the Client suspends work under Coupa's prime contract.

31.2 Either party may terminate this Agreement and/or performance hereunder, effective immediately, such party determines that the other party has acted dishonestly or grossly negligent, committed an act of willful misconduct, or acted in any way that material adversely affects such party's reputation. Either party may also terminate the Agreement and/or any SOW

immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the Agreement conflict with any applicable law, rule, independence or other professional regulations, standards or guidelines to which such party conforms.

- 31.3** Upon termination or expiration of this Agreement, all terms and conditions which by their nature are intended to survive shall survive, including, without limitation, Section 4 (Confidential Information, subject to Section 4.6), Section 6 (Ownership Rights), Section 8 (Indemnification), Section 10 (Termination), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination shall not relieve Coupa of the obligation to pay any fees accrued or payable to Subcontractor pursuant to this Agreement or a SOW.

32. Limitation of Liability.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY COUPA TO SUBCONTRACTOR UNDER THE AFFECTED SOW (WITH ALL CLAIMS UNDER A SOW BEING AGGREGATED IN SATISFACTION OF THE LIMIT). THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO THE PARTY'S OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIAL INFORMATION), SECTION 17 (INDEMNIFICATION), OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES WHETHER HEREUNDER OR OTHERWISE.

33. Miscellaneous.

- 33.1 Assignment.** This Agreement may not be assigned or delegated by either party without the other party's prior written consent. Any attempted assignment or delegation of its rights or obligations will be null and void.
- 33.2 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the meaning of such provision will be interpreted, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save such provision, it will be severed from this Agreement, which will remain in full force and effect unless the severed provision is essential and material to this Agreement. In such event, the parties will use good faith efforts to substitute a valid and enforceable provision or agreement that most nearly affects the parties' intent.
- 33.3 Dispute Resolution.** This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief. The prevailing party in any dispute arising under this Agreement shall be awarded its reasonable attorney fees and costs.
- 33.4 Costs and Expenses.** Unless otherwise set forth in an applicable SOW, each party will bear its own costs incurred in the performance of its obligations hereunder.

- 33.5 Notice.** All notices hereunder will be made in writing and delivered by personal service to the other party or sent by certified mail, postage prepaid, return receipt requested. Notice will be considered given when delivered in person, or on the fifth (5th) day after being deposited in the mail. Notices will be addressed pursuant to the addresses provided in opening paragraph of this Agreement, unless either party gives notice to the other party of a change of address. In addition to the foregoing, notices to Coupa under this Agreement should also be sent to legalnotices@coupa.com.
- 33.6 Waiver.** No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually agreed to in writing by both parties. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter.
- 33.7 Construction.** Titles or headings to the Sections of this Agreement are not part of the terms of this Agreement but are inserted solely for convenience. As used in this Agreement, the term “includes” means, “includes, but is not limited to,” and the term “including” means, “including, but not limited to.”
- 33.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 33.9 Relationship of Parties.** Subcontractor is performing pursuant to this Agreement only as an independent contractor. Each party has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its own respective obligations set forth in this Agreement, except as otherwise agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Coupa and Subcontractor. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party.
- 33.10 Entire Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties and cancels all previous arrangements and agreements between them. There are no understandings or agreements regarding the subject matter of this Agreement that are not fully expressed herein. This Agreement may be modified only in writing and, except as expressly provided in this Agreement with regard to amendments to the exhibits of this Agreement, only upon the parties’ mutual consent.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

Coupa	Subcontractor
By:	By:
Print Name:	Print Name:
Title:	Title:

EXHIBIT A - STATEMENT OF WORK
(to be attached separately)