



End User License Agreement

Thank you for selecting an application offered by Coupa Software, Inc. and/or a Coupa Affiliate ("Coupa").

This End User License Agreement ("EULA") describes the terms that apply to any desktop application, on premise application, add-in application, or mobile application and associated content (each, a "End User Application") that you are about to download, install and/or use as an extension of the Coupa Platform. By installing and using the End User Application, you confirm your acceptance of the terms of this EULA. By installing and using the End User Application, you represent that you are authorized to accept this EULA and use the End User Application in accordance with this EULA.

The subscription to the End User Application is governed by the Master Subscription Agreement (or similarly named agreement with Coupa or a Coupa Affiliate) (the "MSA") agreed to by your organization (the "Customer") as well as any applicable Order Form under the MSA. In the event there is no active signed agreement between Coupa and your organization, then "MSA" refers to the master agreement located at <https://www.coupa.com/master-subscription-agreement/>. In the event of a conflict between this EULA, the Order Form and the MSA, the Order Form and the MSA shall prevail over this EULA. Capitalized terms used but not defined herein will have the meaning provided in the Order Form or MSA, as applicable.

1. **RIGHTS.** Coupa grants Customer a non-exclusive and non-transferable right, during the applicable Subscription Term, to use and reproduce the End User Application specified in an Order Form solely for Customer's internal business operations, solely in accordance with the Documentation, and consistent with the limitations and conditions set forth in the MSA and Order Form. In the case of add-in applications or mobile applications, your right to use shall only be in conjunction with Customer's existing right to use the Hosted Application which the End User Application is provided with or used in the context of. All references to the "End User Application" in this EULA include any Updates provided to Customer by Coupa.
2. **RESTRICTIONS.** The use restrictions set forth in the MSA apply to your access and use of the End User Application.
3. **INTELLECTUAL PROPERTY.** The End User Application (excluding Customer Data) is deemed Coupa intellectual property and thus subject to the relevant terms set forth in the MSA. This EULA is not a sale and does not convey to you or Customer any rights of ownership in or related to the End User Application.
4. **REQUIRED PROPRIETARY NOTICES.** Customer shall ensure that each copy it makes of the End User Application contains the same proprietary notices as provided by Coupa. You shall not remove, minimize, block or modify any notices of Coupa or its suppliers in the End User Application.
5. **NO IMPLIED LICENSES.** Any use, modification or distribution of the End User Application by Customer outside the scope of the MSA and EULA is prohibited. All rights not expressly granted herein are hereby reserved by Coupa.
6. **THIRD-PARTY DATA SOURCES.** All data sources provided as part of the End User Application, by Coupa or from third parties, are, as between Coupa and you, considered Coupa Confidential Information, which (i) can only be used for Customer's internal business purposes solely in connection with your use of the End User Application; (ii) cannot be distributed, shared or resold by Customer as a data services product to third parties; and (iii) cannot be placed on an internet website or otherwise be disclosed in the public domain. Customer acknowledges and agrees that all data sources are being provided strictly "as-is" and that Coupa makes no representations, warranties, or commitments of any kind or nature with respect to the correctness, completeness and fit-for-purpose of such data sources. Coupa may update, supplement, or replace such data sources at any time at Coupa's sole discretion.
7. **UPDATES.** Updates to the End User Application may be provided, at Coupa's discretion, on an "as-available" basis, as the same may be offered by Coupa to its customers of the End User Application under maintenance generally, and may include the following (i) bug fixes; and (ii) performance and other enhancements. Installation of the End User Application and any Updates is the responsibility of the Customer.
8. **EXPORT.** Customer shall comply with all applicable export laws and government regulations ("Applicable Export Laws") and ensure that no End User Application is: (a) exported, directly or indirectly, in violation of Applicable Export Laws; or (b) intended to be used for any purposes prohibited by the Applicable Export Laws, including nuclear, chemical, or biological weapons proliferation.
9. **EXCLUSIONS AND WARRANTY DISCLAIMERS.** For avoidance of doubt, the warranty disclaimers set forth in the MSA apply to your access and use of the End User Application. Additionally, Coupa assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the End User Application, including without limitation if and to the extent Customer has made changes to the system hardware/software configuration or modifications which changes affect the performance of the End User Application and were made without prior notification and written approval by Coupa. Coupa assumes no responsibility for the operation or performance of any Customer-written or third-party application.
