



PROFESSIONAL SERVICES SUPPLEMENT

(For use with legacy customers of companies acquired by Coupa)

These supplemental terms and conditions ("**Supplement**") together with the Agreement (as defined below) shall apply to the provision of professional services by Coupa Software Inc. or by another Coupa group company ("**Coupa**") to the purchasing entity as identified on a statement of work ("**Customer**"). "**Agreement**" refers to the master agreement or similarly named agreement between Customer and an entity recently acquired by Coupa Software Inc. which hence became a wholly owned subsidiary of Coupa. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement shall control. Capitalized terms not defined herein are found in the Agreement.

1. **Scope of Professional Services.** This Supplement applies to the professional services ("**Professional Services**") as described on a mutually executed statement of work ("**SOW**") and is hereby incorporated into the SOW by this reference. For clarity, this Supplement shall not govern the purchase of software, licenses, or a subscription.
2. **Coupa Personnel.**
 - (a) **Key Positions.** Coupa will staff its project team with qualified individuals, including key roles (the "**Key Positions**") as set out in the applicable SOW. Coupa shall not unreasonably remove any individual in a Key Position during the performance of the applicable SOW, without prior written notice to Customer. If expressly stated in the applicable SOW, Coupa shall assign a project manager (the "**Coupa Project Manager**") to interface with the Customer Project Manager (as defined below).
 - (b) **Background Checks.** Coupa shall, to the extent permitted by applicable law, perform background checks on its personnel prior to their commencement of Professional Services hereunder and shall not use any individual whose checks reveal material negative information that is reasonably likely to impact the delivery of Professional Services hereunder.
 - (c) **Subcontractors.** Upon request, Coupa shall disclose its use of any subcontractors to perform Professional Services under an SOW ("**Subcontractor**"). Coupa shall remain liable, in accordance with the terms and conditions of the Agreement, for the actions or omissions of a Subcontractor as if they were Coupa's own actions and omissions. If Customer believes the performance or conduct of any Subcontractor is unsatisfactory, in its reasonable discretion, Customer may notify Coupa, including the reasons therefor, and Coupa shall promptly take necessary actions to remedy the performance or conduct of such Subcontractor.
3. **Customer Responsibilities.** Next to any pre-requisites set out in a SOW, Customer shall assign a project manager (the "**Customer Project Manager**") and such other personnel as it deems appropriate or as stated in the SOW.
4. **Price and Payments.**
 - (a) **Fees.** The fees ("**Fees**") are as stated in the SOW or Change Order signed by the parties. Fees do not include charges for Coupa's out-of-pocket expenses, which shall be reimbursable as provided in Section 4(b).
 - (b) **Expenses Reimbursable.** Customer shall reimburse Coupa for out-of-pocket expenses reasonably incurred by Coupa personnel in providing Professional Services under an SOW.
 - (c) **Invoicing/Payment.** Invoicing and payment of Fees shall be set forth in the applicable SOW or Change Order. Each invoice rendered by Coupa shall include a reasonably detailed summary of the Fees and reimbursable expenses. Customer shall pay each invoice properly issued by Coupa within thirty (30) calendar days after the invoice date, unless stated otherwise in the applicable SOW or Change Order.
 - (d) **Taxes.** Pursuant to the Agreement, Customer shall pay any and all applicable taxes incurred as a result of or otherwise in connection with the Professional Services.
5. **Change Orders.** Customer may request, during the term of the SOW, that Coupa perform additional services for Customer. Within a reasonable period after receiving such a request from Customer, Coupa shall prepare and submit a written proposal in the form of a change order ("**Change Order**") to Customer that: (i) if applicable, assesses the expected impact of such request on any Professional Services being provided under such SOW; (ii) describes how Coupa



would fulfill such request; and (iii) sets forth pricing, plans and time schedules anticipated by Coupa in connection with fulfilling such Change Order, as well as other information Coupa considers appropriate for inclusion. Such Change Order shall not be binding upon Customer or Coupa unless executed and delivered by an authorized signatory of each such party.

6. **Project Management and Dispute Resolution.**

- (a) **Project Management.** The Customer Project Manager shall provide overall management direction for the applicable SOW. The Customer Project Manager and Coupa Project Manager shall consult with each other as needed with regard to project management as well as technical and design decisions affecting the applicable SOW. The Coupa Project Manager shall maintain an overall schedule of status and due dates and shall provide such regular and ad hoc status reporting as required by the SOW.
- (b) **Dispute Resolution.** If a dispute arises under this Supplement that cannot be resolved amicably between the parties, the matter shall first be subject to the following governance and escalation process. At the request of either party, each party shall promptly deliver to the other party's senior executive officer with responsibility for the project its understanding of what matters are in issue, its understanding (in summary form) of the position it takes, a statement outlining the reasons supporting its position and a proposal for resolution. Thereafter, the appropriate senior executive officers shall confer in good faith on the matter in their reasonable discretion. If the respective senior executive officers are unable to resolve the dispute within 21 days (or such longer period as they may agree), either party shall be entitled to seek relief as provided in the Agreement. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

7. **Ownership of Customer Data.** As between Coupa and Customer, Customer shall maintain all ownership, rights, and title to the Customer Data (as defined below). Customer hereby grants to Coupa a royalty-free, fully paid, non-exclusive, non-transferable (except as set forth in the Agreement), sub-licensable, worldwide license to use and reproduce the Customer Data solely for purposes of providing the Professional Services as contemplated by the SOW and this Supplement. For purposes of this Supplement, "**Customer Data**" means any pre-existing data, information or material provided or submitted by Customer to Coupa.

8. **Ownership of Work Product.** Subject to payment of all Fees due, Coupa grants Customer a nonexclusive, non-transferable (except as set forth in the Agreement), royalty-free, worldwide license, during the applicable license period for the related Coupa software only, to use any Work Product (including any Coupa Background IP only if and to the extent included in the Work Product) solely in support of and only in connection with the related Coupa software. All other rights are expressly reserved by Coupa. "**Work Product**" means any deliverables as described in a SOW and created or provided by or on behalf of Coupa in connection with the Professional Services.

Notwithstanding the foregoing and anything to the contrary in the Agreement or SOW, Coupa owns and shall retain full ownership of all Coupa Background IP and all Work Product. "**Coupa Background IP**" means all pre-existing intellectual property rights in any Coupa materials, software and information, including without limitation Coupa's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, presentations, and other technical information. Nothing in this Section transfers to Customer any intellectual property rights in or to any of Coupa Background IP and all such rights are hereby retained by Coupa, including any derivatives, enhancements or modifications thereof that are created by Coupa as part of the Professional Services or otherwise.

9. **Warranties.**

- (a) **Coupa Warranties.** Coupa warrants that the Professional Services (i) shall be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and (ii) shall conform in all material respects with the applicable specifications set forth in the SOW. Customer must notify Coupa in writing of any breach of the foregoing warranty within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, Coupa, at its option and Customer's sole remedy, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Customer any amounts paid for the non-conforming Professional Services.



- (b) **Disclaimer of Warranties.** THE WARRANTIES SET FORTH HEREIN, TOGETHER WITH ANY EXPRESS WARRANTIES CONTAINED IN ANY SOW HEREUNDER, CONSTITUTES AND EXPRESSES THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. COUPA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS SUPPLEMENT OR THE APPLICABLE SOW(S), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Term and Termination**

- (a) **Term.** The term of any SOW ("**Term**") shall be as specified in the applicable SOW, unless terminated earlier in accordance with the Agreement or the SOW.
- (b) **Termination for Cause.** Each party may terminate any one or more SOWs hereunder by written notice to the other party, upon the occurrence of any of the following events: (1) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation or an assignment for the benefit of creditors; or (2) the other party materially breaches any material term or obligation (including payment hereunder), representation or warranty of this Supplement and such breach or default is not cured within a thirty (30) day period.
- (c) **Survival.** The obligations and rights of the parties pursuant Sections 4 (Price and Payments), 7 (Ownership of Customer Data), 8 (Ownership of Work Product), 9(b) (Disclaimer of Warranties), and 12 (Limitations of Liability) hereof shall survive any expiration or termination of this Supplement. Termination of any SOW shall not affect the parties' obligations under any non-terminated SOW then in effect and as to such then existing SOWs, the Supplement shall be deemed to continue in full force and effect until Professional Services under such SOW are completed.

11. **Coupa Compliance.**

- (a) **Security.** All Coupa personnel (including personnel of any Subcontractors) who access Customer's physical premises shall be subject to and comply with Customer's reasonable security rules for the protection of Customer's facilities, materials, equipment and personnel while on Customer's premises, provided that such rules are communicated to Coupa in writing reasonably in advance of Coupa personnel being onsite.
- (b) **Information and Access.** Coupa shall comply with Customer's reasonable security rules concerning access to computers of Customer and use of computer data and software, provided that such rules are communicated to Coupa in writing reasonably in advance of Coupa personnel having such access. Coupa shall be responsible to ensure that Customer computer data and software credentials are used only by the Coupa personnel to whom they are issued.
- (c) **Legal.** Coupa shall at all times perform its obligations hereunder in compliance in all material respects with all applicable laws and regulations. Coupa shall obtain all licenses, permits and certifications required by law or regulation to perform the Professional Services and shall pay all fees, taxes and related costs associated therewith. Coupa is an independent contractor; nothing in this Supplement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party is solely responsible for payment of all compensation owed to its employees and agents, as well as employment related taxes. Coupa shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of Customer.

12. **LIMITATIONS OF LIABILITY**

FOR PURPOSES OF THIS SUPPLEMENT AND IN CONNECTION WITH THE PROFESSIONAL SERVICES HEREUNDER, THE FOLLOWING LIMITATION OF LIABILITY APPLIES:

- (a) **LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, COUPA'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THIS SUPPLEMENT OR THE PROFESSIONAL SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER UNDER THE APPLICABLE SOW OR TEN THOUSAND US DOLLARS (USD 10,000); WHICHEVER IS HIGHER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATION TO PAY FEES LEGALLY OWED UNDER A SOW.



- (b) **EXCLUSION OF DAMAGES.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR OTHER SIMILAR DAMAGES OF ANY TYPE OR KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, GOODWILL OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE SUPPLEMENT OR THE PROFESSIONAL SERVICES PROVIDED HEREUNDER, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.
- (c) **LIMITATION OF LIABILITY EXCLUSIONS.** NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT A PARTY'S LIABILITY FOR ITS (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, (C) DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, OR (D) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
