

Coupa Treasury On-Premises - Product Schedule

The following describes the supplemental terms that apply to the legacy Coupa Treasury On-Premises products purchased by Customer as stated on the Order Form to a Master Subscription Agreement (“**Agreement**” or “**MSA**”).

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

1. DEFINITIONS

The following additional definitions apply.

“**Coupa Treasury On-Premises Application**” or “**CTO Application**” means the application and associated content of a Coupa Treasury software product made available by Coupa for on-premises use by Customer in an environment operated by Customer or by a third party designated by Customer. For purposes of this product schedule, any reference to “Hosted Application” in the MSA or DPA shall also include - *mutatis mutandis* - the “Coupa Treasury On-Premises Application” or “CTO Application” as such is defined herein.

“**Coupa Payment Gateway**” means the Hosted Application which, if Customer has subscribed to it, provides connectivity to banks.

2. COUPA TREASURY ON-PREMISES APPLICATION`

- a) **License.** Coupa hereby grants to Customer a non-exclusive and non-transferable (except as provided in Section 11.4 of the Agreement (Assignment)) right to use the type and number of licenses of the CTO Application specified in an Order Form solely for Customer’s own business operations and consistent with the limitations and conditions set forth in the Agreement.
- b) **License Restrictions:** In addition to the restrictions under Section 3.2 of the Agreement, Customer may not copy the CTO Application except to make: (a) a limited number of copies in machine readable, object code form solely for non-production archival, backup or disaster recovery purposes, and (b) additional copies of the Documentation as needed for Customer’s own use.
- c) **Installation and Usage Restrictions.** Unless otherwise described on an Order Form, each CTO Application license allows the installation of the CTO Application on one (1) computer or instance, whether physical or virtual. If Customer is using virtualization software to create more than one virtual instance on a computer system on which the CTO Application is installed, each virtual instance requires the purchase of a separate license to the CTO Application for purposes of the license grant.
- d) **Prerequisites.** Installation and usage of the CTO Application will require the use of third-party software such as a data base (e.g., Microsoft SQL-Server). Such third-party software is not licensed by Coupa and must be procured by the Customer.
- e) **Exclusions.** The terms of [Exhibit A-2](#) (SLA) and [Exhibit A-3](#) (Data Security Measures) of the Agreement shall not apply to the CTO Application.
- f) **Compliance Verification.** Upon Coupa’s express request, and not more than once a year, Customer undertakes to (i) provide Coupa with all the necessary documentation and records (e.g. software reports, whether manually or automatically generated by the CTO Application, describing the actual use of the CTO Application compared to the licensed number of installations, etc.) reasonably necessary for Coupa to verify Customer’s compliance with the terms and conditions of the Order Form and Agreement; and (ii) have one of Customer’s duly authorized representatives certify in writing that Customer’s actual number of installations of the CTO Application doesn’t exceed the number of installations purchased under the applicable Order Form(s).

If the audit uncovers an excess of usage limits of the CTO Application (i.e. Customer’s actual number of installations is higher than the number of installations purchased by Customer or the Customer being found

to use capabilities not purchased by Customer under the relevant Order Form), Customer shall, at Coupa's option: (a) stop using the CTO Application in excess of the restrictions established under the Agreement; or (b) pay the fees corresponding to the number of installations needed beyond the number of installations currently purchased, or for the additional capabilities (such subscription fees shall not exceed Coupa's then-current pricing for the relevant CTO Application capabilities).

3. SUPPORT FOR COUPA TREASURY ON-PREMISES APPLICATION

The terms of Exhibit A-1 (Technical Support) of the Agreement shall apply to the CTO Application in accordance with the following terms.

- a) **Updates.** Updates to the CTO Application will be provided on an "as-available" and business-ready basis, as the same are offered by Coupa to its Customers of the CTO Application, and may include the following (i) bug fixes; (ii) enhancements designed to keep current with the current hardware vendor's operating system ("**OS**") releases, as available from Coupa, provided that the current OS release is both binary and source-compatible with the OS release currently supported by Coupa; and (iii) performance enhancements. Updates to the CTO Application will be provided in machine-readable format and updates to related Documentation will be provided in electronic form. Duplication, distribution, and installation of these Updates is the responsibility of the Customer.
- b) **New Releases.** Coupa will provide Support for the current release (n) of the CTO Application. Coupa will also provide Support for the most recent previous release (n-1) of the CTO Application for a period of six (6) months from the date of a new release. Coupa shall have no further responsibility for supporting and maintaining any older releases.
- c) **Limitations.** Support services do not include resolution of issues if and to the extent caused by or resulting from Customer's hardware, other software, network connectivity, infrastructure, or similar issues. Without limiting the foregoing, Coupa shall have no obligation to provide Support, if and to the extent (i) the use of the CTO Application is not in accordance with the Agreement, the system requirements, or the operation instructions, or (ii) problems result from the improper use by Customer unless Customer agrees in advance in writing to bear the extra costs for such Support, or (iii) system failures or interruptions result from services or conduct of a third-party.
- d) **Exclusions.** Coupa assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the CTO Application if and to the extent Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which changes affect the performance of the CTO Application and were made without prior notification and written approval by Coupa. Coupa assumes no responsibility for the operation or performance of any Customer-written or third-party application.

4. EMBEDDED THIRD PARTY SOFTWARE

The CTO Application may incorporate third-party software components for which additional flow down terms of the third-party software provider may apply as set forth in the accompanying terms. As between the parties, these flow down terms do not modify the rights and obligations between Coupa and Customer.
