



COVER NOTE

Dear Customer:

U.S. privacy law has changed with the California Consumer Privacy Act ("**CCPA**") and California Privacy Rights Act ("**CPRA**"), and continues to evolve with additional states proposing and enacting Applicable Laws (as defined below). Coupa understands customers will require amendments relating to Applicable Laws. Accordingly, Coupa has taken a proactive approach and has created a U.S. Privacy Amendment ("Amendment") to the Coupa/Customer existing master subscription agreement (or similarly titled agreement), which is available to existing customers upon request.

We understand some customers may have created their own paperwork to address these Applicable Laws, but just like with our MSA and DPA, we must use "Coupa paper" for the following reasons:

- Coupa offers a unified (one-for-all, all-for-one) SaaS model and has thousands of customers across our platform, so Coupa needs to maintain consistent terms across our customers.
- Negotiating multiple different customer amendments is not practical and does not scale. It also takes us away from our core focus of providing valuable business spend management solutions.
- Coupa's amendment is written to be reasonable for both parties and to simply track the requirements of the law, so it already contains the terms needed by our customers (*see below*).

To avoid unnecessary and time-consuming efforts, Coupa has designed the Amendment to be reasonable for all parties and to include the precise language required under Applicable Laws.

Sincerely,

Privacy Team

Coupa Software Inc.

[U. S. Privacy Amendment to follow]



U.S. PRIVACY AMENDMENT

This U.S. Privacy Amendment (this "**Amendment**") is executed as an amendment upon the date of the Customer's signature below ("**Amendment Effective Date**") by **Coupa Software, Inc. ("Coupa")** and the customer identified below ("**Customer**") to amend the master subscription agreement (or similarly titled agreement) between Coupa and Customer (the "**MSA**").

This Amendment is incorporated into and subject to the MSA. If there is a conflict between this Amendment and the MSA, this Amendment shall control. For the avoidance of doubt, if Coupa and Customer previously executed an MSA containing a section labeled "U.S. Privacy (including CCPA)", the terms in this Amendment shall be deemed to replace and supersede such section. Capitalized terms used but not defined in this Amendment will have the meaning provided in the MSA.

This Amendment supersedes any U.S. Privacy Amendment the parties may have previously executed.

1. Definitions. For purposes of this Amendment only: (i) "Personal Information" means any information within Customer Data that Coupa Processes to allow Customer to access and use the Hosted Applications and Coupa Platform relating, directly or indirectly, to any identified or identifiable natural person or household, including but not limited to information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household. Without limiting the generality of the foregoing, "Personal Information" includes "personal information," "personal data," and like terms as defined under Applicable Laws; (ii) "Process" or "Processing" means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means; (iii) "Applicable Law" means any U.S. privacy, security, breach notification, or other data protection laws applicable to Personal Information, including, as applicable, the California Consumer Privacy Act ("**CCPA**"), as amended by the California Privacy Rights Act ("**CPRA**"), and regulations promulgated pursuant to such laws. Capitalized terms not otherwise defined in the MSA shall have the meaning provided under Applicable Law.

2. Requirements. To the extent that Coupa collects or Processes Personal Information within Customer Data in connection with performing functions on behalf of Customer specified in the MSA and further to the extent applicable and required by Applicable Law, Coupa agrees as follows:

a. Coupa shall use, disclose, or otherwise Process the Personal Information only to perform functions under the MSA or as otherwise required by law or agreed to in writing by Customer. Without limiting the generality of the foregoing, and subject to the terms and conditions herein, Coupa agrees it shall not: (i) Sell or Share the Personal Information; (ii) retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing functions under the MSA, including retaining, using, or disclosing the Personal Information for a commercial purpose other than performing functions under the MSA or retaining the Personal Information other than in connection with functions described in the MSA; (iii) retain, use, or disclose the Personal Information outside of the direct business relationship between Coupa and Customer; or (iv) on or after January 1, 2023, combine the Personal Information with Personal Information it receives from another source except as permitted by Applicable Law. Notwithstanding the foregoing, Customer agrees that Coupa may, if otherwise permitted by Applicable Law and subject to Coupa's confidentiality obligations hereunder, Process Personal Information as permitted under Applicable Law, retain Personal Information to the extent required by Applicable Law, and perform other Processing functions as permitted under Applicable Law. Coupa hereby certifies that it understands the restrictions set forth in this section and will comply with them. The parties acknowledge and agree that (a) the subject matter, nature, and purposes of Processing of the Personal Information is Coupa's performance of functions specified in the MSA and (b) the duration of Processing of the Personal Information by Coupa is set forth in the section of the MSA labeled "Return of Customer Data".



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- b. Coupa shall comply with Applicable Laws and reasonably assist Customer to comply with Applicable Laws, including but not limited to providing reasonable assistance honoring individual rights requests as necessary for Customer to comply with Applicable Laws. If Coupa receives requests relating to Personal Information directly from an individual in connection with the MSA, Coupa shall inform the individual that Coupa cannot respond to the request because it is a Service Provider or Processor.
- c. Coupa shall engage a qualified, independent assessor at Coupa's expense as described in the section labeled "Audit Report" of the MSA. Customer acknowledges that this provision satisfies audit or assessment requirements under Applicable Laws.
- d. Coupa shall maintain reasonable security measures to protect Personal Information in accordance with the MSA, including providing at least the same level of privacy protection as is required by Applicable Laws and ensuring each person Processing the Personal Information is subject to a duty of confidentiality with respect to such Personal Information. If Coupa directly causes a breach of Personal Information that requires notification under Applicable Law, Coupa shall provide reasonable assistance to Customer as necessary for Customer to comply with Applicable Law.
- e. The Parties do not intend for Coupa to Process Personal Information in a manner that presents a heightened risk of harm to consumers or that otherwise requires Customer to conduct a data protection assessment under Applicable Law ("**High Risk Processing**"). To the extent that Customer provides advanced written notice to Coupa that Coupa's performance of functions under the MSA may involve High Risk Processing, and Coupa agrees to perform such High Risk Processing, Coupa agrees to provide necessary information to enable Customer to conduct and document data protection assessments that are required by Applicable Law.
- f. Customer approves of Coupa's use of the subprocessors listed at: https://success.coupa.com/Trust/Data_Privacy/Quick_Guide%3A_Subprocessors. Coupa shall provide notice of updates to such list by updating the link and Customer shall be responsible for periodically monitoring such list. If Customer notifies Coupa of any objections (on reasonable grounds) within 30 days of the list being updated, Coupa shall not affect the subprocessor update until reasonable steps have been taken to address the objections raised by Customer.
- g. If Coupa can no longer meet its obligations under Applicable Law, it shall provide Customer notice thereof.
3. **Effect and Acknowledgement.** Except as herein modified, all of the terms and conditions of the MSA are in full force and effect without modification or change.

[signature page to follow]



ACKNOWLEDGED AND AGREED TO:

Customer Legal Entity Name:

("Customer")

Address

Signature

Name

Title

Date

Coupa Software, Inc. on its own behalf and as agent for and on behalf of Coupa Affiliates who are Processing Personal Information in connection with performing functions on behalf of Customer and Customer Affiliates as specified in the MSA

1855 S. Grant Street., San Mateo, CA 94402, USA

Jon Stueve
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Jon Stueve

Chief Legal Officer

9/13/2022