

MASTER LICENSE AGREEMENT

This Master License Agreement ("**Agreement**") between Coupa Software Inc. ("**Coupa**" or "**Licensor**") and the customer set forth on an applicable Order Form or otherwise below ("**Customer**" or "**Licensee**") incorporates the following terms in the set order of precedence: (1) the Order Form(s), (2) the Exhibits, and (3) the following license terms.

1. DEFINITIONS

- 1.1. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity; and "control" for the purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity, provided that any such Affiliate shall be deemed an Affiliate only for so long as such control lasts. Customer Affiliates may purchase Licenses to the Licensed Software that are subject to the terms and conditions of this Agreement by executing an Order Form hereunder. Where a Customer Affiliate elects to execute an Order Form subject to this Agreement, any reference herein to Customer shall be deemed to refer to such Customer Affiliate instead.
- 1.2. "**Confidential Information**" means all confidential and proprietary information of a disclosing party or any of its Affiliates disclosed by or on behalf of such party to the 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 Auditor's Report, the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), business and marketing plans, technology and technical information, product designs, and business processes. Notwithstanding anything to the contrary, the Licensed Software and Documentation are deemed to be Confidential Information of Coupa. 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 without restriction prior to its disclosure by the disclosing party and without breach of any obligation owed to the disclosing party; (iii) was independently developed by the receiving party without either use of or reference to any Confidential Information or breach of any obligation owed to the disclosing party; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing party.
- 1.3. "**Documentation**" means the Coupa product documentation relating to the operation and use of the Licensed Software, including technical program or interface documentation, operating instructions, update notes, and support knowledge base, and updated from time to time by Coupa in accordance with Section 7.1.
- 1.4. "**License**" shall have the meaning ascribed to it in Section 2.1 of this Agreement.
- 1.5. "**Licensed Software**" means the specific on-premise and/or non-hosted software products to which Customer has purchased a License pursuant to an Order Form, together with any "Updates" (as defined below) that may, from time to time, be provided to Customer by Coupa pursuant to Exhibit A-1 hereto, and all Documentation related to any of the foregoing.
- 1.6. "**License Term**" means the period(s) during which Customer is authorized to use the Licensed Software pursuant to an Order Form.
- 1.7. "**Order Form**" means an order form mutually executed by Coupa and Customer or a Customer Affiliate evidencing the purchase of Licenses to the Licensed Software specifying, among other things, the License Term, the number of Users, the applicable fees, the billing period, and any other commercial terms as agreed to between the parties. Each Order Form, once mutually executed, shall be governed by, and become part of this Agreement, and is hereby incorporated by this reference.

- 1.8. **"Support"** means the technical support as specified on the Order Form in accordance with the terms in [Exhibit A-1](#).
- 1.9. **"Updates"** means updates of the Licensed Software for repairs, enhancements or new features applied by Coupa the Licensed Software, including updates to the Documentation as a result of such updates, at no additional fee during the License Term. Updates shall not include additional new functionality or upgrades to modules or applications that Customer has not already licensed pursuant to an Order Form and for which Coupa requires a separate charge from its other customers generally for such new modules or applications.
- 1.10. **"Users"** means employees of Customer and its Affiliates and their representatives, consultants, contractors, subcontractors, or agents who are authorized to use the Licensed Software by Customer or its Affiliates.

2. COUPA'S OBLIGATIONS

- 2.1. **License.** Coupa hereby grants to Customer a non-exclusive and non-transferable (except as provided in Section 11.5 (Assignment)) right to use the type and number of licenses of Licensed Software specified in an Order Form, solely for Customer's internal business operations and consistent with the limitations and conditions set forth in this Agreement, and in accordance with the Documentation (a **"License"**). Coupa shall issue to Customer an electronic license key for each separate License to the Licensed Software during the License Term.
- 2.2. **Support and Updates.** Except as modified by this Section 2.2 Coupa shall: (i) provide the level of support specified in the Order Form in accordance with [Exhibit A-1](#); and (ii) provide Updates at no additional charge during the License Term in accordance with [Exhibit A-1](#).
- 2.2.1 **Updates.** Updates to the Licensed Software will be on an "as available" and business-ready basis as the same is already offered to Coupa customers of the Licensed Software generally, 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 Licensed Software 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. For the avoidance of doubt, Customer shall have no obligation to install these updates and/or enhancements. Any Updates provided hereunder will automatically be licensed to Customer under this Agreement.
- 2.2.2 **New Releases.** Coupa will provide Support for the current release (n) of the Licensed Software. Coupa will also provide Support for the most recent previous release (n-1) of the Licensed Software 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.
- 2.2.3 **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 Licensed Software is not in accordance with the Agreement or Documentation, 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.
- 2.2.4 **Exclusions.** Coupa assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Licensed Software 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 Licensed Software 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. Support services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software that is not Licensed Software, unless it is necessary to obtain the interoperability of the Licensed Software with other software as described in the Documentation; or (4) training.

- 2.3. **Insurance Program.** Coupa has in place and shall maintain during the Agreement an industry standard insurance program to help manage risk that contains terms no less stringent than the following: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000 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\$5,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance), which policy also includes cyber-liability insurance for financial losses arising from destruction or corruption of data, including but not limited to privacy and data security breaches, virus transmission, unauthorized access, denial of service and loss of income from network security failures, with minimum limits of US\$5,000,000.00; (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\$2,000,000. Upon Customer's written request, Coupa shall promptly furnish Customer with a certificate evidencing the coverages set forth above.

3. CUSTOMER'S USE OF THE LICENSED SOFTWARE

- 3.1. **Customer's Responsibilities.** Customer is responsible for all activity occurring under and pursuant to the License(s) granted to it pursuant to this Agreement and all Order Forms, and shall ensure that it abides by all laws, treaties, and regulations applicable to Customer's use of the Licensed Software, including but not limited to data security, data or personal information transfer, data privacy, and international communications. Customer shall: (i) notify Coupa promptly of any unauthorized use of any password or account or any other breach of security; (ii) notify Coupa promptly and use reasonable efforts to promptly stop any unauthorized use, copying, or distribution of the Licensed Software that is known or suspected by Customer; (iii) not impersonate another Coupa user or provide false identity information to gain access to or use the Licensed Software; and (iv) restrict its use of the Licensed Software to solely that as permitted by this Agreement and any Order Forms.

- 3.1.1 **Installation and Usage.** Unless otherwise described on an Order Form, each License allows one (1) User to install and use the Licensed Software 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 Licensed Software is installed, each virtual instance requires the purchase of a separate License to the Licensed Software for purposes of the License grant.

- 3.1.2 **Authorized Users; Reassignment and Additional Users.** Each User must be a unique individual. A License may be permanently transferred from a former User (such as an individual whose employment by Customer terminates) to a replacement User, but two or more individuals may not share a single License. Unless otherwise specified in the relevant Order Form, the replacement User shall be under the same License Term of the original User. Additional Users may be purchased by signing an Order Form and unless otherwise specified in the relevant Order Form, the License Term of additional Users shall be coterminous with the License Term in effect at the time the additional Users are added.

3.1.3 **Unlicensed Software.** Customer's License provided by this Agreement any Order Forms thereunder is specifically limited to that identified on the Order Form.

3.2. **Restrictions.** Except as otherwise permitted under this Agreement, Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 11.5 (Assignment)), distribute, disclose, or otherwise commercially exploit the Licensed Software; (ii) copy, modify or make derivative works based upon the Licensed Software (except that Customer may make and maintain during the License Term the minimum number of backup copies of the Licensed Software (in machine readable, object code form) that are necessary for non-production archival, backup, or disaster recovery purposes); (iii) use the Licensed Software in a manner violative of any applicable law, regulation, ordinance, or statute; (iv) use the Licensed Software for competitive purposes, application service provider purposes, timesharing or service bureau purposes, or use the Licensed Software for any purpose other than its own internal use, (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Licensed Software or; (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Licensed Software; (vii) use the Licensed Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material; (viii) use the Licensed Software to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Licensed Software; (ix) attempt to gain or permit unauthorized access to the Licensed Software or place the Licensed Software onto any server so that it would be accessible via a public network such as the Internet; (x) use or access any Licensed Software or Coupa Confidential Information in order to build a competitive solution, to assist someone else to build a competitive solution, (xi) use the Licensed Software to provide any supply-chain related services to third parties; and/or (xii) permit or assist any other party (including any User) to do any of the foregoing.

3.3. **Embedded Third-Party Software.** The Licensed Software may incorporate third-party software components for which additional flow down terms of a third-party software provider may apply. Any such applicable flow down terms can be found at <https://www.coupa.com/legal> and are hereby incorporated into this Agreement. As between Customer and Coupa, these flow down terms do not modify the rights and obligations as between Customer and Coupa.

3.4. **Customer Compliance Verification.** Upon Coupa's express written 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 Licensed Software, describing the actual use of the Licensed Software compared to the number of Licenses, authorized Users, 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 authorized Users of the Licensed Software doesn't exceed that authorized under applicable Order Form(s). If the audit uncovers an excess of usage limits of the Licensed Software, Customer shall, at Coupa's option: (a) stop using the Licensed Software in excess of the restrictions established under the Agreement; or (b) pay the fees corresponding to the excess, unauthorized use.

4. ORDERING

4.1. Billing and Payment of Fees.

Coupa shall issue invoices and Customer shall pay License fees annually in advance as further specified (including amount, currency, and payment terms) in the Order Form. All payment obligations are non-cancellable, and all amounts paid are non-refundable except as otherwise specified in this Agreement. Customer may dispute in good faith an invoice in writing within no more than 60 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. If an undisputed invoice is more than 30 days overdue, Coupa may, without limiting its other rights and remedies, provide 60 days' notice to suspend Customer's License until such undisputed invoice is paid in full and/or immediately accelerate all payments due or in the future to be due under the applicable Order Form(s) so

that all such fee obligations become immediately due and payable, Customer's failure to comply with the same being considered a material breach of this Agreement.

- 4.2. **Taxes.** Coupa's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, including for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**") and Customer shall be responsible for payment of all Taxes associated with this Agreement and all Order Forms, except that Coupa is solely responsible for taxes assessable against Coupa based on Coupa's net income, property, and employees. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, upon signing an Order Form, Customer shall provide to Coupa with a legally sufficient tax exemption certificate for each taxing jurisdiction, and Coupa shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Coupa and shall pay Coupa any additional amounts necessary to ensure that the net amount that Coupa receives, after any deduction and withholding, equals the amount Coupa would have received if no deduction or withholding had been required. Upon request, Customer shall provide documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

5. PROPRIETARY AND OTHER RIGHTS

- 5.1. **Coupa's Intellectual Property Rights.** As between Coupa and Customer, all right, title, and interest in and to the Licensed Software, Documentation, and all other Coupa proprietary information, systems, or platforms (including all rights therein, and all derivatives, translations, modifications, and enhancements thereof) are, and shall remain, owned exclusively by Coupa notwithstanding any other provision in this Agreement, Order Form, or statement of work hereunder. This Agreement is not a sale of the Licensed Software and does not convey to Customer any rights of ownership in or related to the Licensed Software, Documentation or other Coupa proprietary information, systems, or platforms. The Coupa name, logo and product names are trademarks of Coupa, and no right or license is granted to use them. All rights not expressly granted to Customer are reserved by Coupa. Coupa alone shall own all rights, title, and interest in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customer or any third party relating thereto.

6. CONFIDENTIAL INFORMATION

- 6.1. **Obligations.** Except with the disclosing party's prior written permission, the receiving party shall not disclose or use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement to anyone other than to its and its Affiliates' directors, officers, employees, representatives, and advisors (collectively "**Representatives**") who have a need-to-know such Confidential Information and are bound by obligations of confidentiality at least as stringent as those herein, and provided the receiving party shall remain liable to the disclosing party for any breach of the confidentiality and non-use obligations by any such Representatives. 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). If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it shall provide the disclosing party with prior written 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.
- 6.2. **Remedies.** 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.

7. **WARRANTIES**

- 7.1. **Coupa's Obligations.** Coupa warrants, during the License Term, that: (i) Customer's Licensed Software shall materially conform to the Documentation; and (ii) the functionality of the Licensed Software at the time of the Order Form shall not materially decrease during the License Term.
- 7.2. **Procedure.** To submit a warranty claim under this Section, Customer shall provide written notice to Coupa specifying the non-conformity. If the non-conformity persists without relief more than 30 days after written notice of a warranty claim provided to Coupa under this Section, then Customer may terminate the affected Licensed Software and Coupa, as its sole liability in connection with a breach of this warranty, shall refund to Customer any prepaid License fees covering the remainder of the License Term of the affected License(s) after the effective date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to any modification of or defect in the Licensed Software that is made or caused by someone other than Coupa (or someone acting at Coupa's direction).
- 7.3. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COUPA DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, OR GUARANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE LICENSED SOFTWARE, UPDATES, DOCUMENTATION, SUPPORT AND/OR ANY OTHER COUPA SERVICES PROVIDED OR OFFERED HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED SOFTWARE PROVIDED HEREUNDER IS PROVIDED STRICTLY ON AN "AS IS" BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. **INDEMNIFICATION**

- 8.1. **Coupa's Obligations.** Subject to Section 8.3, Coupa shall: (a) defend Customer, its officers, directors, and employees against any third party suit, claim, or demand (each a "*Claim*") that alleges the Licensed Software used in accordance with this Agreement and the applicable Order Form infringes any issued patent, copyright, trademark or misappropriates any trade secret of, such third party; and (b) pay any court-ordered award of damages or settlement amount which may include any expense, liability, loss, damage, costs or reasonable attorney's' 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 Customer's use of any portion of the Licensed Software is likely to be enjoined by reason of any Claims then Coupa may, at its expense and in its sole discretion: (i) procure for Customer the right to continue using the Licensed Software; (ii) replace the same with other products having substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the applicable Licensed Software so that there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of the Licensed Software as set out herein or in the applicable Order Form. If (i), (ii), and (iii) above are not available on commercially reasonable terms in Coupa's judgment, Coupa may terminate the affected Licensed Software and refund to Customer the fees paid by Customer covering the remaining portion of the applicable License Term for the affected Licensed Software after the date of termination. The foregoing indemnification obligation of Coupa shall not apply: (1) if the Licensed Software is 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) if the Licensed Software is combined with other non-Coupa products, applications, or processes not authorized in writing 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 Licensed Software, or use that is not in compliance with any applicable laws, regulations, and/or Documentation; or (4) to any third-party products, processes or materials (except for such third-party items provided

by Coupa within the Licensed Software). THIS SECTION SETS FORTH COUPA'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. **Customer's Obligations.** Subject to Section 8.3, Customer shall: (a) defend Coupa, its officers, directors, and employees against any Claim that arises from Customer's use of the Licensed Software as that Claim relates to a dispute between Customer and a third party; and (b) pay any court-ordered award of damages or settlement amount which may include any expense, liability, loss, damage, costs, or reasonable attorney's fees, each to the extent payable to a third party, to the extent arising from such Claims. Customer's indemnification obligation shall not apply to the extent the Claim arises out of an act or omission of Coupa that constitutes a material breach of this Agreement.

8.3. **Process.** Each party's indemnity obligations are subject to the following: (i) the indemnified party shall promptly notify the indemnifier in writing of any Claims (provided, however, that the failure to give prompt written notice shall not limit the rights to indemnification except to the extent that the indemnifier is materially prejudiced by such failure); (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that the indemnifier may not settle any Claims that require the 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 indemnifier's cost in such defense and settlement.

9. LIMITATIONS OF LIABILITY

9.1. **LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE LICENSED SOFTWARE PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER THIS AGREEMENT. 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 THIS AGREEMENT.

9.2. **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 AGREEMENT OR THE LICENSED SOFTWARE 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.

9.3. **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, (D) OBLIGATIONS EXPRESSLY STATED UNDER SECTION 8 (INDEMNIFICATION), OR (E) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. TERM; TERMINATION

10.1. **Term.** The Agreement commences on the Effective Date and continues until all Order Forms subject to this Agreement have expired or terminated unless this Agreement is earlier terminated in accordance with this Section 10. Specific Licenses and License Terms commence on the License start date specified in the relevant Order Form and continue for the License Term specified therein. Unless otherwise provided in the Order Form, License Terms shall automatically

renew for additional periods of one year on the same terms unless either party gives the other notice of non-renewal or a new price quote at least 30 days prior to the end of the relevant License Term.

- 10.2. **Termination.** A party may immediately terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within 60 days of its commencement or an assignment for the benefit of creditors. Upon any termination for cause by Customer, Coupa shall refund any prepaid fees covering the remainder of the License Term after the effective date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Coupa prior to the effective date of termination.
- 10.3. Upon termination, Customer shall immediately return to Coupa or destroy the original and all copies (including partial copies) of the Licensed Software, and provide a certification from an officer of Customer that the original and all copies of the Licensed Software have been returned or destroyed.
- 10.4. **Survival.** Upon expiration or termination of the Agreement, Sections 1 (Definitions), 3.2 (Restrictions), 4.1 (Billing and Payment of Fees), 5 (Proprietary and Other Rights), 6 (Confidential Information), 7.3 (Disclaimer of Warranties), 8 (Indemnification), 9 (Limitations of Liability), 10 (Term; Termination), and 11 (General Provisions) of this Agreement shall survive.

11. GENERAL PROVISIONS

- 11.1. **Compliance with Laws.** Each party shall comply with all applicable laws and government regulations in connection with providing and using the Licensed Software, including without limitation all applicable laws and regulations related to (i) export controls; (ii) any economic or financial sanctions or restrictions or trade embargoes imposed, administered, or enforced from time to time by (a) the Office of Foreign Assets Control of the US Treasury Department, the US State Department, or any other agency of the US government; (b) the United Nations, (c) the European Union or any member state thereof; or (d) the United Kingdom; and (iii) anti-bribery and corruption. Customer shall not utilize the Licensed Software in any applications involving nuclear end-uses, use in missiles or unmanned aerial vehicles, or chemical/biological weapon end-uses without appropriate authorization from the U.S. Government.
- 11.2. **Export Transactions.** Customer shall conduct all export transactions in accordance with the export control laws and regulations of any applicable jurisdiction, including, as applicable, (i) United States export control laws and regulations, (ii) the Export Administration Regulations, and (iii) the International Traffic in Arms Regulations. Customer (a) shall obtain all export licenses and other approvals, in each case as required for the export of products, software, and technologies; and (b) shall not, and shall ensure that its Users do not, violate any export embargo, prohibition, restriction or other similar law in connection with this Agreement.
- 11.3. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control (a "**Force Majeure Event**"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event. For the avoidance of doubt, a Force Majeure Event does not limit Customer's obligations to pay fees duly owed to Coupa. If the effects of the Force Majeure Event continue unmitigated for a period of 30 consecutive days, then either party may terminate this Agreement and/or any Order Form, upon written notice to the other party, and Coupa, as its sole liability, shall refund any prepaid fees covering the remainder of the License Term of the affected License after the effective date of termination.

- 11.4. **Notice.** Except as provided elsewhere in this Agreement, either party may give notice by written communication sent by next-day mail delivered by a nationally recognized delivery service: (i) if to Customer, to Customer’s address on record in Coupa’s account information or (ii) if to Coupa, to 950 Tower Lane, 20th Floor, Foster City, CA 94404, addressed to the attention of: Legal Department, with an email copy to legalnotices@coupa.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing.
- 11.5. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.6. **Governing Law, Jurisdiction and Dispute Resolution.** The Governing Law, and Place of Jurisdiction shall be determined according to where the Customer is domiciled:

	Customer domicile	Governing Law	Place of Jurisdiction	Forum
(a)	United Kingdom	The laws of England and Wales	London, United Kingdom	International Chamber of Commerce (ICC)
(b)	EEA or Switzerland	The laws of Switzerland	Zurich, Switzerland	
(c)	Australia	The laws of New South Wales	Sydney, Australia	Australian Centre for International Commercial Arbitration (ACICA)
(d)	New Zealand	The laws of New Zealand	Auckland, New Zealand	New Zealand International Arbitration Centre (NZIAC)
(e)	China, Japan, India or in one of the ASEAN member states	The laws of Singapore	Singapore, Republic of Singapore	Singapore International Arbitration Centre (SIAC)
(f)	Canada	The laws of Ontario	Toronto, Canada	Judicial Arbitration and Mediation Services, Inc. (JAMS)
(g)	in all other cases	The laws of California and controlling United States federal law	San Francisco, California, USA	

This Agreement, and any disputes related to this Agreement or any Order Form, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. 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 using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above 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. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

- 11.7. **Entirety.** The Agreement comprises the entire agreement between Customer and Coupa and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein; provided, for the sake of clarity, that other agreements, order forms, or like contracts

between Customer and Coupa not regarding Licensed Software or the specific content of this Agreement (such as a Master Subscription Agreement for Hosted Applications and/or the Coupa Platform) shall continue in full force and effect separate and apart from this Agreement. In the event of any conflict between this Agreement and the Order Form, the Order Form shall govern. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. Modifications and amendments to this Agreement shall be enforceable only if they are in writing and are signed by authorized representatives of both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. Customer agrees that Customer's purchase of any License is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Coupa with respect to future functionality or features. The parties are independent contractors, and no joint venture, partnership, employment, or agency relationship exists between Customer and Coupa as a result of the Agreement or use of the Licensed Software. There are no third-party beneficiaries to this Agreement. The failure of a party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.

Parties	
Customer: As per the Order Form	Coupa: Coupa Software Inc. 950 Tower Lane, 20 th Floor, Foster City, CA 94404, United States
Notice Address: As per the Order Form	Notice Address: legalnotices@coupa.com Attention: General Counsel
Effective Date:	Date of last signature of the Order Form

EXHIBIT A-1: TECHNICAL SUPPORT

The following describes the technical support services (“*Technical Support*”) that Coupa shall provide for the support level purchased by Customer (“*Support Level*”) as stated on the Order Form. The following terms 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 License Term.

1. **Scope.** The purpose of Technical Support is to address defects in the Licensed Software that prevent them from performing in substantial conformance with the applicable Documentation. A resolution to such a defect may consist of a fix, workaround or other relief reasonably determined by Coupa’s Technical Support staff.
2. **Online Support Portal.** The Coupa support portal includes an online knowledge base, best practices for use of the Licensed Software, and a portal for the Designated Support Contacts (as defined below) to submit support tickets.
3. **Live Support.** Support personnel are available to provide Technical Support to Customer, depending on the Support Level purchased by Customer, as described at <https://compass.coupa.com/en-us/support/contact-us>.
4. **Severity Levels.** Each support ticket shall be categorized by Customer into one of the following severity levels.

Severity	Definition
Severity Level 1	Severe error that results in the Licensed Software experiencing complete unavailability and halting transactions with no workaround.
Severity Level 2	Serious error that results in a major function of the Licensed Software suffering a reproducible problem causing either major inconvenience to Users or consistent failure in a common functionality.
Severity Level 3	Error that results in a common functionality experiencing an intermittent problem or a consistent failure in a less common functionality.
Severity Level 4	Service requests such as sandbox refreshes, SSO setups, and other how-to type of questions.

5. **Response Times.** Unless otherwise specified on an Order Form, support personnel will respond to and update each support ticket in accordance with the following timelines.

Online Ticket Submission, Phone Support	All Severity Levels: 24x7	
Designated Support Contacts	Maximum of 10	
	Response Times	Update Frequency
Severity Level 1-3	2 business days	2 business days
Severity Level 4	5 business days	5 business days

6. **Customer Responsibilities**

- 6.1. Customer shall designate no more than the number of Users ("**Designated Support Contacts**") set forth above who may contact and interact with Coupa in connection with Technical Support requests; provided, that each Designated Support Contact shall be a User as defined in this Agreement. Customer's Designated Support Contacts shall answer questions and resolve issues as needed when they arise from other Users of the Licensed Software. Customer's Designated Support Contacts enter support request tickets, work through Technical Support issues with Coupa, and take action as needed to implement the resolution to the issue. Customer agrees that Coupa may communicate and follow instructions with its Designated Support Contacts via email, phone or through the Support Portal.
- 6.2. Customer shall ensure that Customer's Designated Support Contacts are trained on the use and administration of the Licensed Software. Customer shall ensure that the name, contact and other information for these Designated Support Contacts are current in the Support Portal. Customer may replace Designated Support Contacts by updating the applicable information in the Support Portal.

7. **Support Exclusions**

Coupa is not required to provide resolutions for immaterial defects or defects due to modifications of the Licensed Software made by anyone other than: (a) Coupa; or (b) anyone acting at Coupa's direction. Technical Support does not include professional services for implementation, configuration, integration or customization of any Licensed Software, or custom software development, training, or assistance with administrative functions.

8. **Update Process**

Coupa shall use commercially reasonable efforts to (1) monitor the Licensed Software and related infrastructure for opportunities to address performance; and (2) at Coupa's discretion, deliver functionality enhancements to address customer and market requirements to improve such Licensed Software based on Coupa innovation. Coupa will provide Updates in accordance with Coupa's update and release process, as updated from time to time, which is described at: <https://compass.coupa.com/en-us/products/release-notes/about-coupa-releases/release-policy> (the "**Update Process**"). Customer understands that Technical Support is based on the provisions of Section 2 of the Agreement. Coupa is not responsible for product defects or security issues affecting the Licensed Software due to Customer's noncompliance with the Update Process.

9. **Data Protection**

If and to the extent applicable, Coupa and Customer agree to comply with the relevant privacy exhibits made available at <https://www.coupa.com/legal> under the "Privacy Terms" section, each of which are incorporated by reference into this Agreement as Exhibit B: (Exhibit B-1) US Privacy Annex, (Exhibit B-2) EU Privacy Annex (DPA), and (Exhibit B-3) Brazil Privacy Annex.

Coupa shall use commercially reasonable efforts to maintain ISO 27001 and ISO 27701 (or their respective equivalents) certifications.

EXHIBIT A-2
PROFESSIONAL SERVICES SUPPLEMENT

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. ("*Coupa*") to the purchasing entity ("*Customer*") identified on an Order Form or Statement of Work ("*SOW*"). "*Agreement*" refers to the Master License Agreement or similarly named contract for the purchase of Coupa's Licensed Software.

1. **Scope of Professional Services.** This Supplement applies to any consulting, integration, training, or other professional services in support of Coupa's Licensed Software as are generally repeated for other customers of Coupa ("*Professional Services*") as described on a mutually executed SOW. Each SOW is hereby incorporated into the Agreement by this reference. For clarity, this Supplement shall not govern the purchase of Coupa's Licensed Software. Coupa's Professional Services are separately ordered from the Licensed Software, and are not required for such Licensed Software.
2. **Coupa Personnel.**
 - (a) **Key Positions.** Coupa will staff its project team with qualified individuals, including individuals, if any, in the key roles identified as "Key Positions" (the "*Key Positions*") in the applicable SOW. Coupa shall maintain staffing levels as reasonably necessary to properly perform Coupa's obligations under this Supplement. Coupa shall not unreasonably remove any individual in a Key Position during the performance of the applicable SOW, without the 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 and criminal 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 not be relieved of its obligations under this Supplement by use of any such Subcontractors. 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.** Customer shall assign a project manager (the "*Customer Project Manager*") and such other personnel as it deems appropriate or as stated in the SOW. Customer may, without the need for approval of Coupa, replace any Customer personnel working in connection with any SOW.
4. **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.

5. **Price and Payments.**

- (a) **Fees.** The fees ("**Fees**") are as stated in the SOW, Change Order, and/or Order Form signed by the parties. Fees do not include charges for Coupa's out-of-pocket expenses, which shall be reimbursable as provided in Section 5(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 or an Order Form. Unless stated otherwise in an SOW, Coupa shall seek written approval from Customer before incurring such expenses.
- (c) **Invoicing/Payment.** Invoicing and payment of Fees shall be set forth in the applicable SOW, Change Order and/or Order Form. 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, Change Order and/or Order Form.

6. **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 and technical and design decision making affecting the applicable SOW. The Customer 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.

7. **Ownership of Work Product.** Notwithstanding anything to the contrary, Coupa owns and shall retain ownership of all Work Product created, developed or reduced to practice by Coupa in connection with the Professional Services. However, subject to the Agreement, Coupa grants Customer a nonexclusive, royalty-free, worldwide license, during the applicable Subscription Term for the related Hosted Application only, to use any Work Product solely in support of and only in connection with the related Hosted Application. "**Work Product**" means any deliverables (and all related intellectual property rights) 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's pre-existing software or other technology ("**Coupa's Pre-Existing Works**") and all such rights are hereby retained by Coupa. Coupa shall own any derivatives, enhancements or modification to Coupa's Pre-Existing Works that are created by Coupa as part of the Professional Services or otherwise.

8. **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.

9. **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 5 (Price and Payments), 7 (Ownership of Work Product), and 8(b) (Disclaimer of Warranties) 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.

10. **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 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 rules concerning access to computers of Customer and use of computer data and software, provided that such rules are communicated to Coupa in writing reasonable 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.
