

### Coupa Supply Chain Design and Planning - Product Schedule

The following describes the supplemental terms that apply to the Coupa Supply Chain Design and Planning 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.

#### 1. DEFINITIONS

The following additional definitions apply:

- a) “*Coupa Supply Chain Design and Planning*” means the Desktop Application and Hosted Application together (as identified on an Order Form).
- b) “*Desktop Application*” means the desktop application and associated content.

#### 2. DESKTOP APPLICATION

- a) **License.** Coupa hereby grants to Customer a non-exclusive and non-transferable (except as provided in Section 11.5 of the Agreement (Assignment)) right to use the type and number of licenses of the Desktop Application specified in an Order Form solely for Customer’s internal business operations and consistent with the limitations and conditions set forth in the Agreement.
- b) **License Restrictions:** In addition to the restrictions in Section 3.2 of the Agreement, Customer may not copy the Desktop Application except to make: (a) a limited number of copies in machine readable, object code form that are necessary for non-production archival, backup, or disaster recovery purposes, and (b) additional copies of the Documentation as needed for Customer’s internal use.
- c) **Installation and Usage.** Each Desktop Application license allows one (1) User to install and use the Desktop 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 Desktop Application is installed, each virtual instance requires the purchase of a separate license to the Desktop Application for purposes of the license grant.
- d) **Provision of License Key.** Coupa shall issue to Customer an electronic license key to the Desktop Application for the duration of the Subscription Term.
- e) **Exclusions.** The terms of [Exhibit A-2](#) (SLA) and [Exhibit A-3](#) (Data Security Measures) of the Agreement shall not apply to the Desktop Application.
- f) **Customer Compliance Verification.** Upon Coupa’s express written request, and not more than once a year, Customer will (i) verify to Coupa in writing Customer’s compliance with the terms and conditions of the Order Form and Agreement, and (ii) confirm that Customer’s actual number of Users of the Desktop Application does not exceed the number of User licenses purchased under the applicable Order Form(s).

#### 3. SUPPORT FOR DESKTOP APPLICATION

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

- a) **Updates.** Updates to the Desktop Application will be provided on an “as-available” and business-ready basis, as the same are offered by Coupa to its other Customers of the Desktop Application 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 Desktop 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 Desktop Application. Coupa will also provide Support for the most recent previous release (n-1) of the Desktop 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 Desktop Application 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.
- d) **Exclusions.** Coupa assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Desktop 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 Desktop Application and were made without prior notification to and written approval by Coupa. Coupa assumes no responsibility for the operation or performance of any Customer-written or third-party application.

#### **4. SUPPLY CHAIN APP STUDIO**

Customer understands that any application it creates using the Supply Chain App Studio Hosted Application ("**Custom App**") will only function when used with the Supply Chain App Studio and therefore Customer must have a subscription for the App Studio in effect for it to use the Custom App at all times. Nothing herein or in the Agreement will prohibit Coupa or other Coupa customers from creating their own Custom Apps, provided they do not misappropriate Customer Confidential Information.

#### **5. SUPPLY CHAIN DATA SOURCES**

All data sources (e.g.: geocoding data, data cubes) provided as part of the Coupa products, by Coupa or from third parties, are considered Coupa Confidential Information, which (i) can only be used for Customer's internal purposes; (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.

#### **6. EMBEDDED THIRD-PARTY SOFTWARE**

The Coupa Supply Chain Design and Planning products may incorporate third-party software components for which additional flow down terms of the third-party software provider apply as detailed in [Annex A](#) (IBM Third-Party Software Terms) and [Annex B](#) (Qlik Third-Party Software Terms). As between the parties, these flow down terms do not modify the rights and obligations between Coupa and Customer.

#### **7. EXCLUSIONS FOR COUPA SUPPLY CHAIN DESIGN AND PLANNING HOSTED APPLICATION**

- a) **Uptime SLA.** The Uptime SLA in the Agreement shall be revised to 98% for the Supply Chain Design and Planning Hosted Application.
- b) **Disaster Recovery.** The disaster recovery plan set out in the Agreement shall be revised for Coupa to provide appropriate technical and operational controls to deliver an RPO of typically no more than one (1) day and an RTO of typically no more than seven (7) business days for the Supply Chain Design and Planning Hosted Applications.
- c) **SOC-1.** References to "SOC 1" in the Agreement shall not apply to the Supply Chain Design and Planning applications.

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**Annex A (IBM Third-Party Software Terms)**

These flow down terms: (i) apply specifically to the IBM ILOG CPLEX software licensed by IBM and incorporated into the Coupa Supply Chain Design and Planning products provided pursuant to an Order Form, and (ii) supersede the corresponding terms in the Agreement with respect only to IBM ("**Third-Party**") and embedded IBM ILOG CPLEX software ("**Third-Party Software**"). As between the parties, these flow down terms do not modify the rights and obligations between Coupa and Customer.

**1. Customer Responsibilities and Restrictions**

Customer: (i) is responsible for all activity occurring under Customer's User accounts; (ii) shall ensure that anyone who uses the Third-Party Software under Customer's User accounts does so only on behalf of Customer; and (iii) shall ensure that all such activity complies with the Agreement and with all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications, and the transmission of technical or personal data.

Customer shall not: (i) use, copy, modify, or distribute the Third-Party Software except as expressly permitted in the Agreement; (ii) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Third-Party Software, except as expressly permitted by law without the possibility of contractual waiver; (iii) use any of the Third-Party Software's components, files, modules, audio-visual content, or related licensed materials separately from that Third-Party Software; (iv) sublicense, rent, or lease the Third-Party Software; (v) remove any copyright notices or other legends of ownership; or (vi) use the embedded Third-Party Software separately from the Coupa Supply Chain Design and Planning products. If particular Third-Party Software is replaced by an Update, Customer shall promptly discontinue use of the replaced Third-Party Software.

**2. Warranty Disclaimers**

THIRD-PARTY MAKES NO WARRANTY OF THIRD-PARTY SOFTWARE. TO THE EXTENT PERMITTED BY LAW, THIRD-PARTY DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

**3. Limitation of Liability**

IN NO EVENT SHALL THIRD-PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS OR SAVINGS, OR LOST DATA, OR DAMAGE TO GOODWILL. THE COLLECTIVE LIABILITY FOR DIRECT DAMAGES OF COUPA AND THIRD-PARTY IS SUBJECT TO THE LIMITATION OF LIABILITY IN THE Agreement. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE FULL EXTENT THEY ARE NOT PROHIBITED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER. NOTHING IN THIS SECTION IS INTENDED TO EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE GOVERNING LAW.

**4. General Terms**

- a. Third-Party retains all right, title and ownership interest in the Third-Party Software provided under the Agreement. Third-Party will not be responsible for any delay or failure in performance caused by acts of God or any government or any other cause beyond their reasonable control.
- b. Customer shall comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- c. No party shall bring a legal action, regardless of form, for any claim arising out of or related to this Annex A more than two years after the cause of action arose; upon the expiration of this time limit, any such claim and all respective rights related to the claim lapse.
- d. In entering into this agreement for the Third-Party Software, no party is relying on any representation not specifically stated in herein, including any representation concerning: (i) the performance or function of the Third- Party Software, other than as expressly warranted; (ii) the experiences or recommendations of other parties; or (iii) any results or savings that Customer may achieve.
- e. In addition to the other restrictions related to assignment in the Agreement, rights under this [Annex A](#) may not be transferred to another party unless that party agrees in writing to the terms of this [Annex A](#).
- f. This [Annex A](#) is an agreement between Coupa and Customer, and confers no rights upon any of the parties' employees, agents, contractors, or customers, or upon any other person or entity, except as specifically stated in this [Annex A](#).

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## Annex B – (Qlik Third-Party Software Terms)

These flow down terms (the Qlik Cloud Acceptable Use Policy (“AUP”)) apply specifically to the Qlik Cloud software licensed by QlikTech International A.B. (“Qlik” or “Third-Party”) and incorporated into the Coupa Supply Chain Design and Planning products provided pursuant to an Order Form and supersede the corresponding terms in the Agreement between Coupa and Customer with respect only to Qlik and the embedded Qlik Cloud software (“Third-Party Software”). As between the parties, these flow down terms do not modify the rights and obligations between Coupa and Customer.

### 1. Security

- a. Customer agrees to maintain appropriate security, protection and backup copies of any content that is included, transmitted, stored, published, displayed, distributed, integrated, or linked by Customer in the Third-Party Software (collectively, “Content”). Qlik will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or backup any Content.
- b. Customer may not use the Third-Party Software to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:
  - (i) Unauthorized Access. Bypassing, circumventing, or attempting to bypass or circumvent any measures Qlik may use to prevent or restrict access to the Third-Party Software (or other accounts, computer systems or networks connected to the Third-Party Software), including any attempt to probe, scan, or test the vulnerability of the Third-Party Software or to breach any security or authentication measures used by the Third-Party Software.
  - (ii) Reverse Engineering. Deciphering, decompiling, disassembling, reverse engineering or otherwise attempting to derive any source code or underlying ideas or algorithms of any part of the Third-Party Software, except to the limited extent applicable laws specifically prohibit such restriction.
  - (iii) Falsification of Origin or Identity. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route, or attempting to impersonate any of Qlik’s employees or representatives.
  - (iv) Using manual or automated software, robotic process automation, devices, or other processes to harvest or scrape any content from the Third-Party Software.
  - (v) Denial of Service (DoS)/Intentional Interference. Flooding a System with communications requests so the System either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective, or interfering with the proper functioning of any System, including by deliberate attempts to overload the System.

### 2. No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Third-Party Software for any illegal (under applicable law), fraudulent, infringing or offensive use, or to transmit, store, display, distribute, post or otherwise make available content that is illegal (under applicable law), harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- a. Illegal, Harmful or Fraudulent Activities. Any activities that are illegal, that violate the rights of others, that may be harmful to others, or that may be harmful to Qlik’s operations or reputation.
- b. Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others or that violates any law or contractual duty.
- c. Offensive Content. Content that is illegal, harassing, libelous, fraudulent, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- d. Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept or disrupt the Third-Party Software, including viruses, Trojan horses, spyware, worms, time bombs, or cancelbots.
- e. Unsolicited Content. Content that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”) or contains software viruses or any other computer codes, files or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of Qlik’s or any third party.
- f. Competitive Content. Attempting to collect and/or publish performance data for the purposes of benchmarking, or developing a product that is competitive with any Qlik product or services.

**3. Qlik’s Monitoring and Enforcement**

- a. Qlik reserves the right, but does not assume the obligation, to monitor for, and investigate, any violation of this AUP or other misuse of the Third-Party Software. Failure to comply with this AUP constitutes a material breach of the terms and conditions upon which Customer is permitted to use the Third-Party Software, and at any time may result in Qlik taking any and all remedial actions in its sole discretion, up to and including:
  - (i) Warnings;
  - (ii) Suspending or terminating access to the Third-Party Software;
  - (iii) Removing, disabling or prohibiting access to content that violates this AUP and/or Customer’s applicable agreement with Coupa and/or Qlik; and/or
  - (iv) Legal proceedings against Customer.
- b. Qlik may report any activity that Qlik suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Qlik’s reporting may include disclosing appropriate customer information. Qlik also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.
- c. Qlik takes no responsibility for any material created or accessible on or through the Third-Party Software and will not exercise any editorial control over such material. Qlik is not obligated to monitor such material, but reserves the right to do so, as well as remove any content that Qlik, in its sole discretion, determines to be in violation of this AUP.

**4. Reporting of Violations of this Policy**

If Customer becomes aware of any violation of this AUP, Customer will immediately notify Qlik and provide Qlik with assistance, as requested, to stop or remedy the violation. Violation of this AUP may be reported to [security@qlik.com](mailto:security@qlik.com).

**5. Subdomains**

If Customer is permitted to choose a Qlik subdomain name for use with Qlik Cloud, such subdomain name may not infringe or violate third-party intellectual property rights or include offensive, obscene, vulgar or other objectionable or unlawful language, and be unique enough to prevent confusion with other entities, brands or trademarks. Qlik reserves the right (but shall have no obligation to) to monitor, reject, revoke or cancel any Qlik subdomain name that is not in compliance with this AUP or any applicable laws.

**6. General Provisions**

- a. Third-Party shall not have any liability or responsibility to Customer;
- b. Customer is expressly prohibited from using the embedded Third-Party Software in any way other than as integrated with the Hosted Applications;
- c. Customer is expressly prohibited from using any data structures not included in the Hosted Applications;
- d. Customer has no independent license or any other right to the Third-Party Software or to use such Third-Party Software independently from the Hosted Applications;
- e. Customer and its users must use the Third-Party Software only in accordance with the Qlik Acceptable Use Policy
- f. The Third-Party Software cannot be used to transmit or host data controlled under Export Control Laws or to store, maintain, or process payment card information or related financial information subject to Payment Card Industry Data Security Standards;
- g. Customer may not, nor will it authorize or enable anyone to:
  - (i) sell, rent, sublicense, publish, display, loan, distribute, or lease, the Third-Party Software (in whole or in part); or
  - (ii) use the Third-Party Software for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Third-Party Software, or developing a product that is competitive with any Third-Party product or service.
- h. Customer acknowledges and agrees that Qlik, as an authorized third-party processor, will have access to certain personal data (e.g., end user email addresses) and model data that Customer and its end users upload during the visualization creation and data refresh processes within the Hosted Applications. Qlik is required to maintain the confidentiality of such information to the extent they receive it and may use Customer’s users’ personal information only in the course of providing the Third-Party Software and services related thereto. Coupa shall remain liable, in accordance with the terms and conditions of the agreement between Coupa and Customer, for the actions or omissions of Qlik as if they were Coupa’s own actions and omissions.