



COVER NOTE

Dear Customer:

United States (U.S.) privacy law has changed with enactment of the California Consumer Privacy Act ("**CCPA**") (and similar laws in Virginia, Colorado, Connecticut, and Utah), and continues to evolve with additional states proposing and enacting Applicable Law (as defined below). Coupa understands customers will require amendments relating to Applicable Law. 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 Applicable Law, 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.

To avoid unnecessary and time-consuming efforts, Coupa has designed the Amendment to be reasonable for all parties and to take into account the requirements of the law.

Sincerely,

Coupa Software Inc.

[U. S. Privacy Amendment to follow]



U.S. PRIVACY AMENDMENT

This United States (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 Law; (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**”), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and Connecticut Data Privacy Act, and substantially equivalent U.S. state privacy laws as they become effective from time to time. 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 set forth in Annex I to this Amendment, including retaining, using, or disclosing the Personal Information for a commercial purpose other than the purpose set forth in Annex I; (iii) retain, use, or disclose the Personal Information outside of the direct business relationship between Coupa and Customer; or (iv) combine or update the Personal Information with Personal Information it receives from another source or from the consumer 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 the types of Personal Information Processed and the subject matter, nature, duration, and purposes of Processing of the Personal Information are set forth in Annex 1.



- b. Coupa shall comply with Applicable Law and reasonably assist Customer to comply with Applicable Law, including but not limited to providing reasonable assistance honoring individual rights requests as necessary for Customer to comply with Applicable Law. 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. Upon the reasonable request of Customer and to the extent required by Applicable Law: (i) Coupa shall make available to Customer the information necessary to demonstrate compliance with this Amendment and Applicable Law, in particular, by making available its ISO 27701 certificate or other annual compliance reports at <https://get.coupa.com/Compliance-Reports.html> (or another successor site as designated by Coupa); and (ii) If Customer wishes to carry out further audit activities of Coupa under Applicable Law, Customer shall provide Coupa with as much written notice as possible and reasonable, Coupa and Customer will mutually agree upon appropriate scoping and confidentiality protections, and Customer shall compensate Coupa for reasonable administrative costs and expenses Coupa incurs to cooperate with such further audit activities, unless such audit shows that Coupa is in material breach of its obligations under this Amendment.
 - 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 Law 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 sub-processors listed at: <https://www.coupa.com/legal>. Customer hereby consents to Coupa engaging new sub-processors subject to the following terms: Coupa shall provide Customer in due time with prior notice of any new sub-processor. Customer shall notify Coupa promptly in writing within 10 business days after receipt of such notice if the Customer has a reasonable basis to object to the use of new sub-processor. If Customer reasonably objects to the appointment of a new sub-processor, the parties will come together in good faith to discuss an appropriate solution. Coupa shall enter into a written contract with each new sub-processor imposing substantially similar data protection obligations as set out in this Amendment.
 - g. Duration of the Processing is as set forth in Annex I. Coupa shall delete or return such Personal Information after termination of the MSA as further set forth in the MSA.
 - h. If Coupa can no longer meet its obligations under Applicable Law, it shall provide Customer notice thereof and, if and to the extent required by Applicable Law, allow Customer to take reasonable and appropriate steps to stop and remediate Coupa's unauthorized use of Personal Information.
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

950 Tower Lane, 20th Floor, Foster City, CA 94404, USA

Signature:

Signed by:

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Name:

_____ Scott Alridge

Title:

_____ VP of Global Commercial Legal



Annex I

Description of the Processing

Nature and purpose of Processing:

Coupa provides a business spend management cloud service to Customer to support the optimization of transactional and operational processes of Customer, as well as support and data hosting services relating to the cloud service.

Types of Personal Information:

a) Customer's User data:

- Email address
- First and last name
- Optional: nick name, picture, employee ID, phone and/or fax number, legal entity, and cost center

b) Customer's (potential) business partner contact data:

- Contact email address
- Contact first and last name
- Optional: phone number and/or fax number

c) Such other personal data as Customer may configure the Hosted Application to collect and Process.

Duration of the Processing:

During the Subscription Term and subject to Coupa's data backup deletion process, which means that residual backup data will be deleted latest two (2) years after termination of the MSA. Until such data is deleted or returned, Coupa shall continue to ensure compliance with this Amendment.
