

## Coupa Supplier Offerings Terms of Use

Welcome to Coupa Supplier Offerings. These Terms of Use govern the supplier offerings offered by Coupa Software Inc. and affiliates (“**Coupa**”). References to You or Your in these Terms of Use mean the Supplier or its users, as appropriate.

1. Coupa offers, through its Coupa Supplier Portal, which is free of charge to access, certain optional paid enablement support services (“**Supplier Offerings**”) to its customers’ suppliers (“**Supplier**”, “**You**”). If You are using the Supplier Offerings on behalf of a business or entity, You represent and warrant to Coupa that (a) You have authority to bind that business or entity to these Terms of Use and to act on behalf of that business or entity and (b) the business or entity accepts these Terms of Use.
2. Supplier Offerings: Coupa shall provide Supplier with enablement support services paid for by the Supplier listed in Exhibits A-C, subject to the following:
  - i. Supplier Offerings are available in the United States, Canada, United Kingdom, Australia, Singapore, Germany, New Zealand, France, Mexico, Spain, Colombia, South Africa, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica, Panama, Ecuador, Peru, Chile, Bolivia, Paraguay, Uruguay, Argentina, Guyana, and Suriname only.
  - ii. Supplier agrees that any unused support hours expire at the end of the corresponding one-year term, do not roll over, are non-transferable, and are non-refundable. Coupa reserves the right to limit the number of support hours used by a Customer in a given time period.
  - iii. All support as described in Exhibit A is provided in English language only, and via 24/5 Zoom web conferencing only. Support turnaround times may be limited during globally recognized holiday periods.
  - iv. Cancellation: You may cancel your subscription to a Supplier Offering at any time after purchase as follows:
    1. Cancellations made within the first 30 days are eligible for a full refund, except a prorated refund will be offered where Supplier has used any support hours.
    2. Cancellations made after the first 30 days will be eligible for a prorated refund at Coupa’s reasonable discretion.
    3. To cancel, contact Coupa at: [verified@coupa.com](mailto:verified@coupa.com).
  - v. Automatic renewal: Unless otherwise agreed to between Coupa and Supplier, Supplier Offerings renew automatically on an annual basis. You can cancel a renewal to such a Supplier Offering at any time as follows:



1. A subscription cancellation made within the first 30 days of the renewal term is eligible for a full refund for that term, except a prorated refund will be offered where Supplier has used any support hours.
  2. A subscription cancellation made after the first 30 days of a renewal term will be eligible for a prorated refund for that term at Coupa's reasonable discretion.
  3. To cancel, contact Coupa at: [verified@coupa.com](mailto:verified@coupa.com).
  - vi. **Refunds:** Refunds may take 7-10 business days to process and appear in the Supplier's account, or as specified in Supplier's Order Form with Coupa (if any).
3. By agreeing to use the Supplier Offerings, you agree that Coupa may contact you through digital marketing channels for the purpose of promoting, marketing and/or executing the Supplier Offerings. All information will be used in accordance with Coupa's [Privacy Policy](#).
  4. THE SUPPLIER OFFERINGS ARE PROVIDED ON AN "AS AVAILABLE" AND "AS IS BASIS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL COUPA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE AND/OR AND EARLY PAYMENT PLATFORM, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE OR THE EARLY PAYMENT PLATFORM FUNCTIONALITY, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COUPA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY ADDITIONAL DISCLAIMERS APPEARING WITHIN THE SERVICE AND/OR EARLY PAYMENT PLATFORM FUNCTIONALITY ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT PERMITTED BY LAW, COUPA'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED TEN THOUSAND USD (\$10,000). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.
  5. If You are principally domiciled in the United States, these Terms of Use shall be governed by the laws of the State of California and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. However, if you are principally domiciled outside the United States, these Terms of Use shall be governed by the laws of England and Wales and any



Dispute shall be subject to the exclusive jurisdiction of the courts located in London, England (and the parties hereby consent to jurisdiction and venue in such location). Any disputes, actions, claims or causes of action arising out of or in connection with these Terms of Use, the Network or Service (“**Dispute**”) shall be finally settled by arbitration, which in the case of You being principally domiciled in the United States, shall take place in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. In the case of You being principally domiciled outside of the United States, such Dispute shall be settled by arbitration in London, England, using the English language in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with such ICC rules. 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, as the case may be.

6. Notices to Coupa under these Terms of Use shall be sufficient only if in writing and transmitted via email or personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to Coupa Software Inc., 950 Tower Lane, 20th Floor, Foster City, CA 94404. Attention: Legal Notices with electronic copy to [legalnotices@coupa.com](mailto:legalnotices@coupa.com).
7. These Terms of Use contain the entire understanding between You and Coupa with respect to the Supplier Offerings. Any rights not expressly granted herein are reserved.



## EXHIBIT A

### **PREMIUM SUPPORT LEVELS**

#### **Level 1 – Essential Premium Support**

Annual Fee: \$499 USD

Supplier Support: Upon receipt of the payment, Coupa shall provide up to 6 hours of support annually, which may be used for:

- Login failure, inviting external users, connecting and merging a customer, purchase orders, invoices, remit-to address, account setup, and bank validation errors.
- Excludes troubleshooting of existing cXML, SFTP & Punchout catalog connections.

#### **Level 2 - Growth Premium Support**

Annual Fee: \$1,499 USD

Supplier Support: Upon receipt of the payment, Coupa shall provide up to 12 hours of support annually, which may be used for:

- Login failure, inviting external users, connecting and merging a customer, purchase orders, invoices, remit-to address, account setup, and bank validation errors.
- Troubleshooting of existing cXML, SFTP & Punchout catalog connections.
- 'Advanced' subscription product assistance.

#### **Level 3 - Strategic Premium Support**

Annual Fee: \$50,000 USD

Supplier Support: Upon receipt of the payment, Coupa shall provide up to 60 hours of support quarterly (for every 3 month period starting from date of purchase), which may be used for:

- Login failure, inviting external users, connecting and merging a customer, purchase orders, invoices, remit-to address, account setup, and bank validation errors.
- Troubleshooting of existing cXML, SFTP & Punchout catalog connections.
- Supplier Account Manager – A dedicated Coupa contact for all supplier needs / requests to provide a direct line of communication for technical support.
- Implementation Services and Support - Coupa will support customer integrations, including: performing troubleshooting on existing integrations between Supplier and Coupa customers, and providing guidance on issues configuring new integrations.
- Account Governance Support - Upon Supplier's request, Coupa will support Supplier with account management activities, such as a quarterly data analytics report listing: customer connections, list of accounts, account merge requests, supplier admin update requests, and account disable requests.
- Upon Supplier's request, provide a walkthrough of new features with every product release.



<b><u>Summary of SLAs for Level 3</u></b>		
<b>Area</b>	<b>SLA</b>	<b>Target</b>
Implementation	Configuration Guidance	2 business days
Support	Acknowledgement	1 business day
Support	CSP - troubleshooting	1 business day
Support	cXML troubleshooting - request to customer	1 business day
Support	cXML troubleshooting - root cause identification	2 business days
Support	cXML troubleshooting - suggested resolution	2 business days
Support	Open Buy issues - acknowledgement	1 business day