

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 identified on an Order Form ("**Customer**"). "**Agreement**" refers to the Master Subscription Agreement (or similarly named contract) for the purchase of a Coupa software-as-a-service subscription. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of the Agreement shall control. Capitalized terms not defined herein are found in the Agreement.

1. **Scope of Professional Services.** This Supplement applies to any consulting, integration, training, or other professional services in support of the implementation of Coupa's cloud spend management applications that are generally repeated for other customers of Coupa ("**Professional Services**") as described on a mutually executed statement of work ("**SOW**"). Each SOW is hereby incorporated into the Agreement by this reference. For clarity, this Supplement shall not govern the purchase of Coupa's Hosted Applications or Coupa Platform. Coupa's Professional Services are separately ordered from the Hosted Applications, and are not required for such Hosted Applications.
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.
- (d) **Taxes.** Pursuant to Section 4.2 (Taxes) of the Agreement, Customer shall pay any and all applicable Taxes incurred as a result of or otherwise in connection with the Professional Services.

6. **Project Management and Dispute Resolution.**

- (a) **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.
- (b) **Dispute Resolution.** If a dispute arises under this Supplement that cannot be resolved amicably between the parties, the matter shall first be subject to the following governance and escalation process. At the request of either party, each party shall promptly deliver to the other party's senior executive officer with responsibility for the project its understanding of what matters are in issue, its understanding (in summary form) of the position it takes, a statement outlining the reasons supporting its position and a proposal for resolution. Thereafter, the appropriate senior executive officers shall confer in good faith on the matter in their reasonable discretion. If the respective senior executive officers are unable to resolve the dispute within 21 days (or such longer period as they may agree), either party shall be entitled to seek relief as provided in the Agreement.

7. **Ownership of Customer Data.** Notwithstanding anything to the contrary herein, ownership of Customer Data is as set forth in the Agreement. Customer hereby grants to Coupa a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 11.3 of the Agreement), sub-licensable, worldwide license to use and reproduce the Customer Data solely for purposes of providing the Professional Services as contemplated by this Supplement.

8. **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.

- (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.

10. 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 Customer Data), 8 (Ownership of Work Product), and 9(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.

11. 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 reasonably in advance of Coupa personnel having such access. Coupa shall be responsible for ensuring that Customer computer data and software credentials are used only by the Coupa personnel to whom they are issued.
- (c) **Legal.** Coupa shall perform its obligations hereunder in compliance in all material respects with all applicable laws and regulations insofar as these pertain to Coupa, and otherwise, as communicated by Customer to Coupa and agreed to thereon. Coupa shall obtain all Coupa related licenses, permits and certifications required by law or regulation to perform the Professional Services and shall pay all fees, taxes and related costs associated therewith.
- (d) **Independent Contractor Status.** Coupa is an independent contractor; nothing in this Supplement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party is solely responsible for payment of all compensation owed to its employees and agents, as well as employment related taxes. Subject the terms of this Supplement, Coupa shall have complete control of its agents and employees engaged in the Professional Services. Coupa shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of Customer.