

Coupa Intake and Orchestration – Product Schedule

The following terms and conditions apply to the provision to Customer by Coupa of any I&O Applications purchased by Customer as stated on an Order Form to a Coupa Master Subscription Agreement or similarly named agreement (“**Agreement**” or “**MSA**”) and amend any corresponding terms in the Agreement solely in relation to such I&O Applications. If there is a conflict between this product schedule, the Order Form, and the Agreement, the terms of this product schedule shall control and amend and supersede any conflicting terms in the Agreement or the Order Form, unless Coupa and Customer agree to expressly override any terms in this product schedule in the Order Form.

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.

1. **DEFINITIONS.** The definitions set out below apply for the purposes of this product schedule. Capitalized terms used herein will have the meaning provided in the Order Form or Agreement, as applicable.

“I&O Applications” means the Hosted Applications for demand intake and orchestration and other features and capabilities currently identified as “*Intake & Orchestration*”, “*I&O*”, “*Compose*”, or “*Tonkean*”, “*Powered by Tonkean*” on an Order Form.

2. **ADDITIONAL TERMS OF USE FOR I&O APPLICATIONS**

- a) Customer and its Users may not, and may not permit or aid others, to take any action that imposes or may impose (as determined by Coupa in its reasonable discretion) an unreasonable or disproportionately large load on Coupa’s (or Coupa’s service providers’) infrastructure.
- b) Coupa does not assume any liability with respect to processes automated by the I&O Applications or the outcome of such processes.

3. **MSA EXCLUSIONS FOR I&O APPLICATIONS**

- a) **SOC-1.** References to “SOC 1” and “ISO 27701” in the Agreement shall not apply to the I&O Applications.

4. **TECHNICAL SUPPORT**

Section 5 (Response Times) of Exhibit A-1 of the Agreement does not apply to I&O Applications. Coupa support personnel will respond to and update each support ticket for I&O Applications in accordance with the following timelines. Coupa will notify Customer in writing when the provisions of Section 5 of Exhibit A-1 become available for I&O Application; upon delivery of such notice, Section 5 shall apply and will supersede the timelines set forth below. For the avoidance of doubt, all other terms and conditions of Exhibit A-1 apply to I&O Applications.

Ticket Submission	<ul style="list-style-type: none"> - Atlassian Service Desk accessible via: https://tonkean.atlassian.net/servicedesk/customer/portal/2 , or - via email to support@tonkean.com (or another successor site or email alias as designated by Coupa)
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Online Ticket Submission	Severity Level 1: 24x7 Severity Levels 2, 3, 4: 8:00 to 17:00 PT
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Designated Support Contacts	Maximum of 10
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Severity	Response Times	Update Frequency
Severity Level 1	2 hours	2 hours
Severity Level 2	8 hours	6 hours
Severity Level 3	2 business days	2 business days
Severity Level 4	5 business days	5 business days

5. ADDITIONAL SUBPROCESSORS

In addition to the Coupa Subprocessors listed at <https://www.coupa.com/legal> (or another successor site as designated by Coupa), Customer consents to the following additional Subprocessors for the I&O Applications, subject to the applicable privacy exhibit(s) to the Agreement:

Name and Address	Scope of Subprocessing	Location
Amazon Web Services (AWS)	Cloud infrastructure services	USA
Microsoft Azure	AI LLM engine services (opt-in)	USA
Google Cloud Platform	OCR services (opt in)	USA
OpenAI, LLC	AI/ML powered product features (opt in)	USA
Elastic.co	Hosting index database	USA
SendGrid (Twilio Inc.)	Emailing service	USA

Coupa Affiliates acting as Subprocessors to support the provision of products or services depending on assigned personnel and location:

Name and Address	Address
Tonkean Israel Ltd.	Rothschild Blvd 3, Tel Aviv-Yafo, Israel
Tonkean, Inc.	1209 Orange Street, Wilmington, New Castle, Delaware 19801, USA
