



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 7

CONTRACT #: AR2472

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Carahsoft Tehcnology Corporation (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment E in the master greement is hereby amended to include the attached:

- CA Technologies Channel End User Terms;
- SAP General Terms and Conditions for SAP Cloud Services;
- SAP Concur Service Description Guide;
- SAP SuccessFactors HCM Suite Supplemental Terms and Conditions;
- Service Level Agreement for SAP Cloud Services;
- Support Policy for SAP Cloud Services; and
- Exhibit A Carahsoft Technology Corp. – Concur Public Sector Terms and Conditions.

Effective Date of Amendment: 6/7/2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Kristina Smith 6/7/2018
Contractor's Signature Date

[Signature] 6/7/18
Director, State of Utah Division of Purchasing Date

Kristina Smith
Contractor's Name (Print)

Contracts Manager
Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-538-3228	skingston@utah.gov	AR2481

1. INTRODUCTION

- 1.1. By purchasing or using the Software as a Service ("SaaS") from CA or an Authorized CA Partner, the end user ("Customer"), on behalf of itself and its Authorized Users, agrees to these terms and conditions ("SaaS Terms") with CA, Inc., located at 520 Madison Avenue, 22nd Floor, New York, NY 10022, Tel: 800 225 5224 ("CA") to govern Customer's access and use of the SaaS. These SaaS Terms shall be deemed in effect at the time that SaaS is made available to Customer pursuant to an order document specifying the applicable CA Software, SaaS Listing and Subscription Term for the applicable SaaS authorized by CA for Customer's use (Transaction Document") as entered into by CA and an entity having a valid, current authorization from CA to market, offer and resell to Customer the right to use the CA SaaS Offering ("Authorized CA Partner") on Customer's behalf for Customer's use of SaaS.

2. SAAS OFFERING

- 2.1. CA provides Customer a non-transferable and non-exclusive right for Customer, its employees, independent contractors and/or any Affiliate or as otherwise defined in the SaaS Listing (collectively, "Authorized Users"), to access and use the online version of the CA software and/or type of online service defined in the Transaction Document and made available to Authorized Users via the Internet ("SaaS Offering"), provided such Authorized Users are bound by terms and conditions no less restrictive than those contained in the Agreement and solely to the extent that they are acting on behalf of Customer or its Affiliates. "Affiliates" shall mean a legal entity which Customer directly or indirectly has ownership or control of greater than fifty percent (50%) of an entity's shares or control the board of such entity by force of law or contract, or the equivalent. The rights granted herein are for the initial or renewal period of the subscription to the SaaS Offering as set out in the Transaction Document ("Subscription Term") subject to compliance with these SaaS Terms and any document incorporated expressly therein by reference (the "Agreement"). The SaaS Listing defines the operating parameters, data and data center location(s), applicable audit standards, availability standards and any other details for the specific SaaS Offering as published or made available by CA. SaaS Listings may define provisioning and management processes applicable to the SaaS Offering, types and quantities of system resources (such as storage allotments), functional and technical aspects of the SaaS, as well as a catalogue of available service requests. These listings are available at <http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx>.
- 2.2. Customer acknowledges and agrees that in order for Customer to access and use SaaS, Customer is required to maintain minimum requirements such as operating system versions, browsers etc., as stated in the documentation, technical specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available for SaaS ("Documentation"). If required, information about updates to minimum requirements will be provided to Customer during the Subscription Term.
- 2.3. If CA provides software to Customer to enable or to optimize SaaS during the Subscription Term, such software will be listed in the Transaction Document. Such software is specifically provided to Customer to help Customer utilize certain applications and web services that may be available through SaaS. In such cases, CA provides Customer, during the Subscription Term, a non-transferable and non-exclusive right to use such software solely in connection with SaaS and for the sole purpose of allowing Customer's applications or web services to utilize SaaS. The grant of rights for such software is contingent upon Customer's compliance with the following obligations: Customer agrees, that neither it nor Authorized Users shall: (i) access or use any portion of the software not expressly authorized in the Transaction Document or the Documentation; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the software; (iii) modify, unbundle, or create derivative works of the software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the software or use the software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy or version of the software or Documentation; (vi) use the software beyond the rights granted. Any installation of agents or software of any kind will be required to be removed at the end of the Subscription Term and either returned to CA or Customer will be required to certify destruction or deletion of such items.
- 2.4. If SaaS is provided on a trial basis, Customer agrees to access and use SaaS solely for trial and evaluation purposes during the period of time that Customer accesses and uses SaaS for evaluation or trial set out in the Transaction Document ("Trial Period"). If no time is indicated, then the period shall be set for thirty (30) days from the effective date of the Transaction Document. For avoidance of doubt, only a Transaction Document which explicitly states that it is for trial or evaluation by the Customer shall be considered a trial use. Customer's trial use shall be in accordance with the usage



restrictions set forth in the Transaction Document. At the end of the Trial Period, Customer's right to access and use SaaS automatically expires and Customer agrees to cease accessing and using SaaS and to de-install any agents or copies of software provided as part of the SaaS and certify to CA in writing that all copies or partial copies of any such software have been deleted from Customer's computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of SaaS beyond the Trial Period, Customer may enter into a Transaction Document and pay the applicable fees. DURING TRIAL PERIODS, CUSTOMER AGREES TO ACCESS AND USE SUCH SAAS ON AN AS IS BASIS AND AGREES THAT CA PROVIDES NO WARRANTIES, SLAS OR INDEMNITIES ARISING OUT OF SUCH ACCESS AND USE. ANY DATA ENTERED OR CONFIGURATION OF THE SAAS DURING THE TRIAL PERIOD WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL PERIOD.

3. ORDERING AND DELIVERY

- 3.1. Customer agrees that its authorization to use SaaS is based upon, and subject to, the order made on its behalf by an Authorized CA Partner as reflected by the Transaction Document. The Parties acknowledge and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable SaaS procured by Customer under this Agreement are solely between Customer and its chosen Authorized CA Partner. The limitation on usage of SaaS as measured by the metric for billing SaaS to Customer as defined in the SaaS Listing ("Billing Metric") specified in the Transaction Document ("Authorized Use Limitation") and associated fees shall be as set out on the Transaction Document between CA and Customer's Authorized CA Partner. CA will make SaaS available to Customer only upon, and in accordance with, CA's execution of the Transaction Document. Any terms that may appear on a Customer's purchase order (including without limitation pre-printed terms), or as part of Customer's order with the Authorized CA Partner, that conflict or vary from the terms and conditions of this Agreement shall not apply to the SaaS and shall be deemed null and void.
- 3.2. Unless otherwise stated, CA will monitor Customer's SaaS usage. In the event Customer exceeds the Authorized Use Limitation, the overage will be treated as an order for excess use and Customer will be billed by Partner for the overage at the rates stated in the applicable agreement between Customer and its chosen Authorized CA Partner. The overage will be included in the Authorized Use Limitation for the remainder of the Subscription Term. Customer agrees that the purchase of any SaaS is not contingent on CA providing any future features or functionalities.
- 3.3. If Customer is deficient or overdue in its payment obligations to an Authorized CA Partner by sixty (60) days or more, CA reserves the right with prior written notice to withhold performance of its obligations under the Agreement, without liability, until such amounts are paid to the Authorized CA Partner in full.
- 3.4. SaaS shall automatically renew for successive one (1) year periods, at the renewal rate set out on the Transaction Document or as invoiced for subsequent Subscription Term, unless and until CA, Customer, or Customer through its Authorized CA Partner provides written notice of its intention not to renew at least ninety (90) days prior to the expiration of the Subscription Term. Expiration or termination of any particular SaaS Offering shall not impact the validity of any other SaaS Offering Customer may be subscribing to.

4. CONFIDENTIAL INFORMATION

- 4.1. The Parties agree any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, SaaS, Documentation, and any benchmark data and results produced ("Confidential Information") is comprised of information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies ("Documentation"), and any benchmark data and results produced.
- 4.2. The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a

need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

- 4.3. The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 4.4. For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 4.5. Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Customer or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Customer agrees that CA may use any feedback provided by Customer related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 4.6. The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 4.7. In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For CA software (including code) and Documentation, the material terms of the Agreement, and Customer's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.
- 4.8. This section does not apply to the extent that Confidential Information is required to be disclosed by applicable law, including Customer's public records law. Notwithstanding the foregoing, if Customer receives a request for disclosure of CA Confidential Information, Customer agrees to promptly notify CA in writing and give CA an opportunity to request confidentiality protection for any information to which Customer may deny access under law.

5. CUSTOMER DATA

- 5.1. Customer exclusively owns all rights, title and interest in and to all information provided by Authorized Users in the course of using the SaaS and stored in connection with SaaS ("Customer Data") which may include personally identifiable information. Customer Data shall be considered to be Confidential Information under the Agreement. Customer Data will be stored and processed in the geographic region that is served by one or more hosting facilities for CA SaaS. CA Data Center Regions are: Americas, EMEA (Europe, Middle East, Africa) and APJ (Asia-Pacific, Japan) specified in the SaaS Listing. CA shall not access Customer's user accounts, or Customer Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues, or (iii) at Customer's specific request as reasonably required in the provision and support of SaaS.
- 5.2. CA runs security background checks on all production operation staff who may have access to Customer Data. Security audits, as specified in the SaaS Service Listing, are conducted periodically to certify that security controls are in place and background checks have been conducted. CA may utilize subcontractors in the provision of SaaS Services so long as such subcontractors are bound to contractual terms no less protective of Customer's rights provided hereunder and provided further that any use of subcontractors in the operation of any applicable data center is subject to the same security controls and audits as if performed by CA employees. The Parties understand and agree that CA remains fully liable under the terms of the Agreement for any breach caused by a subcontractor of CA.
- 5.3. CA will collect, modify and analyze meta data and/or operations data which does not contain any Customer Data, such as system log files and transaction counts which relate to system utilization and performance statistics, all as deemed necessary by CA.

- 5.4. Customer may access reports and/or information through SaaS until the end of the Subscription Term. All reports and other output will be produced in standard readable format (e.g., CSV, XML) and transmitted according to the transmission protocols used by the SaaS Offering for such transmissions. Any specific reports or data requested by Customer at the end of the Subscription Term that is not available through SaaS or produced in customized formats will be charged based on the scope of the request. Such fees will be agreed in writing between Customer and CA.
- 5.5. In case of an event that arises out of causes beyond a Party's reasonable control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal) and/or delays or outages caused by an internet service provider or independent (not a Party's subcontractor) hosting facility ("Force Majeure Event"), Customer acknowledges and agrees that Customer Data may not be fully recoverable beyond the last restoration archive point, the frequency of which is described in the SaaS Listing.
- 5.6. Customer agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data part unless it is a supported feature in the Documentation of the applicable SaaS Offering.
- 5.7. Data availability, retention and destruction post expiration or termination of the applicable SaaS Offering will be as follows:
 - i. Customer Data will be available to Customer during the Subscription Term and may be retained by CA for a period of no more than sixty (60) days from the effective date of expiration or termination.
 - ii. A record of Customer Data required to support audits of the billing transactions that occurred during the Subscription Term will be retained in accordance with CA's data retention policies for such activities and in accordance with the Agreement, including, without limitation, Article 7 (Security) of this Agreement. All other Customer Data will be deleted from all "live" environment of SaaS that Customer uses as their primary business environment ("Production") and any Customer deployed environment that is not Production such as development, test, staging, demonstration, or training environments ("Non-Production") Environments within sixty (60) days of such date.

6. SECURITY

- 6.1. CA will maintain and administer a security policy with physical and technical safeguards designed to protect the security, integrity and confidentiality of the Customer Data. CA shall adhere to and subject such policies and practices to an audit under the compliance criteria defined in the applicable SaaS Listing. Upon written request, Customer may review the specific audit reports (such as SSAE 16 report) subject to Customer designating a security officer or similar individual who has executed a security non-disclosure agreement with CA prior to such review.
- 6.2. CA will not be responsible for any unauthorized access, alteration, theft or destruction of Customer Data, unless caused as a result of CA's negligence or intentional misconduct, in which case CA's only obligation and Customer's exclusive remedy is for CA to use commercially reasonable efforts to restore the Customer Data from the most recent back-up. CA is not responsible for unauthorized access, alteration, theft or destruction of Customer Data arising from Customer's own or its Authorized Users' actions or omissions in contravention of the Documentation.
- 6.3. In the event that CA has determined that access to Customer Data by an unauthorized person or entity (a "Security Breach") will or is likely to cause harm to the Customer or an Authorized User, CA will, as promptly as practicable but in no event later than as required by law or within five (5) working days (whichever is shorter), provide Customer with notice of the Security Breach. After initial notification, CA will keep Customer updated at periodic intervals on the steps taken by CA to investigate the Security Breach including providing a reasonably detailed incident report, including measures to be taken by the Customer to minimize potential damages. Such report will be provided promptly but no later than thirty (30) days following completion of the report. The Parties understand and agree that if CA is prevented by law or regulation from providing such notice(s) and/or reports within the time frames, such delay shall be excused.
- 6.4. During the Subscription Term, CA will permit Customer through an independent third party agreed in advance with CA, to audit CA's SaaS operations within the applicable data center the SaaS Offering is provided to Customer, solely to verify CA's compliance with the SaaS Listing concerning security and solely at Customer's expense. Any such audit shall be conducted not more than once annually, upon at least thirty (30) days prior written notice and subject to the independent third party having executed a non-disclosure agreement with CA stating the purpose and scope of the request. Such audit shall be conducted during normal business hours in a manner that does not disrupt business

operations. In the event an external audit determines that CA fails to meet the standards defined in the SaaS Listing, CA will review and if it agrees with such determination it will have the opportunity to submit a plan to address any issues and CA will do so within thirty (30) days from receipt of notice from the Customer, or if CA does not agree with the determination the Parties will enter into discussions to resolve the issues. If audits require time and operations interruption, then Customer may be required to pay for costs and expenses as mutually agreed by the Parties.

7. SAAS SUPPORT

- 7.1. Upon the start of the Subscription Term, CA will send an email to Customer's technical contact, identified on the Transaction Document, providing information to connect and access SaaS and SaaS Support.
- 7.2. The Customer shall be provided with SaaS Support for the SaaS Offering so it operates materially in accordance with the Documentation ("SaaS Support") during the Subscription Term in accordance with CA's Support Policies at support.ca.com. To access SaaS Support, Customer may utilize the CA support website, or other site or notification mechanism as CA may designate from time to time.
- 7.3. Access to SaaS Support is limited to supported versions of the SaaS Offerings, as per the SaaS Upgrade Policy. Extended support agreements for non-supported versions of SaaS Offerings are not offered.
- 7.4. For any SaaS Support requests, Customer should be prepared to provide to support personnel all pertinent information, in English, including but not limited to, Customer number or site identification number, incident severity, SaaS Offering, SaaS environment (Production or Non-Production), incident description, and a technical contact familiar with Customer's environment or the problem to be solved. Customer must use reasonable efforts to communicate with CA in order to verify the existence of the problem and provide information about the conditions under which the problem could be re-created.
- 7.5. Upon receiving Customer's technical contact information, SaaS Support will be provided in a timely and professional manner by qualified support engineers. SaaS Support shall consist of:
 - i. Access to CA support website (currently: <http://support.ca.com>) for 24x7x365 online support and access to CA software product and Documentation, incident severity description with response and resolution objectives listed, global user communities and regional user groups, Frequently Asked Questions, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.
 - ii. Access to CA help desk and the ability to open and manage support incidents via CA support online or by telephone.
 - iii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2 - 4.
 - iv. If applicable to the SaaS Offering, Non-Production environment support: Normal business hours for incidents of all severities
 - v. Interactive remote diagnostic support allowing CA support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature for support issues which may be resident in Customer's software or systems.
- 7.6. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at CA's discretion according to the type of SaaS Offering provided and where indicated on the Transaction Document or in the SaaS Listing. Any additional support requirements are by prior written agreement of CA.
- 7.7. During the Subscription Term, if Customer requests specific scripts, connectors or customizations in order to optimize usage of SaaS, Customer may request CA to provide such services. Such services will be provided through a professional services agreement with CA for a separate fee, or as mutually agreed by the Parties.

8 MAINTENANCE AND UPGRADES

- 8.1 CA may update, improve, modify or add new functionality to SaaS during the Subscription Term for optimization of SaaS as necessary in order to maintain performance and/or fix any issues during the Subscription Term. In the event any update will materially change either the administrator or user experience, CA will provide Customer reasonable prior notice (not less than 30 days) and will provide a preview site where Customer can observe such changes where applicable, provided however, that CA may make a change with shorter or no notice if the change is required by law or to fix a security vulnerability.



- 8.2 CA may make changes or updates to the SaaS infrastructure (such as compute infrastructure, storage technology, security, technical configurations, hosting facilities within Data Center Region, etc.) during the Subscription Term including to reflect changes in technology, industry practices, patterns of system use.
- 8.3 Customer is obligated to stay current on a supported version of the SaaS Offering, as per the CA's published policy on version and patch upgrades of its SaaS Offerings, ("SaaS Release and Upgrade Policy"). This Policy can be found at <http://www.ca.com/us/lpg/saas-knowledge-is-power.aspx>.

9 CUSTOMER RESPONSIBILITIES

- 9.1 Customer is responsible for all activities that occur in, or are related to, user accounts including the data, information stored or transmitted when accessing SaaS. All applications residing within Customer environment or installed on 3rd party service providers on behalf of Customer that integrate to SaaS shall be managed and supported by Customer. Customer is also responsible for managing components that are downloaded onto their environment such as web browser based software plug-ins that extend SaaS.
- 9.2 As Customer may integrate or utilize third party links to other software, hardware or other services which are associated with, or otherwise available through the SaaS, Customer agrees that it and/or its Affiliates, its Authorized Users and anyone acting on their behalf shall use such third party links at their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Customer's and/or its Affiliates, its Authorized Users or for any act or omission of any such third party provider.
- 9.3 Customer shall not: (i) make SaaS available to any third party not authorized or as otherwise contemplated by the Agreement; (ii) send or store code that can harm or result in damage to SaaS (including but not limited to malicious code and malware); (iii) wilfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to third parties except as expressly permitted by the Agreement; (vi) use SaaS in order to cause harm such as overload or create multiple agents for the purpose of disrupting operations of a third party; (vii) remove or modify any program markings or any notice of CA's or its licensors' proprietary rights; (viii) perform or disclose any benchmark or performance tests on the SaaS; or (ix) perform or disclose any of the following security testing of the SaaS environments or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, penetration testing or any other test or procedure not authorized in the Documentation. A breach by the Customer of its obligations under this section shall be considered a material breach of the Agreement.
- 9.4 CA may temporarily suspend any Customer account, and/or a Customer's access to or use of the SaaS if the Authorized Users violate any provision within the "SaaS Offering" "Customer Data" or "Customer Responsibilities" sections of this Agreement, or if in CA's reasonable judgment, the SaaS services or any component thereof are about to suffer a significant threat to security or stability based on any unauthorized use. CA will provide Customer advance notice of any such suspension in CA's reasonable discretion based on the nature of the circumstances giving rise to the suspension. CA will use reasonable efforts to re-establish the affected SaaS services promptly after CA determines, in its reasonable opinion, that the situation giving rise to the suspension has been cured; however, after any suspension period, CA will make available to you your Customer Data and SaaS as existing in the Production environment on the date of suspension. CA may terminate the SaaS services under an order if any of the foregoing causes of suspension is not cured within 30 days after CA's initial notice thereof. Any suspension or termination by CA under this paragraph shall not excuse you from your obligation to make payment(s) under this Agreement.

10 TITLE

CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

11 Warranty

- 11.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.
- 11.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document.
- 11.3 CA warrants that during the Subscription Term, the SaaS shall perform materially in accordance with the applicable Documentation subject to Customer's compliance with the Agreement. During any Trial Period, this warranty shall not

apply.

- 11.4 EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.
- 11.5 Customer warrants that (i) it has the right to transmit Customer Data and any data or information as may be required for the purposes of accessing SaaS, (ii) it is responsible for all activities that occur in user accounts, and (iii) it shall not misuse SaaS by sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material or material that is harmful to children or violates third party privacy rights.

12 WARRANTY REMEDY

If it is established that CA has breached the above warranty, CA may, at its option, (i) use reasonable efforts to cure the defect in the SaaS; (ii) replace the SaaS with SaaS that materially conforms to the specifications in the Documentation; (iii) in the event CA cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), CA may terminate the subscription to the SaaS and provide a refund of pre-paid, unused fees to Customer's designated Authorized CA Partner, calculated against the remainder of the Subscription Term as of the effective date of such termination. Customer must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are CA's sole obligation and Customer's sole and exclusive remedy for breach of the above warranty.

13 SERVICE LEVEL COMMITMENT

- 13.1 The targeted availability levels measured in the Production environment, as specified in the SaaS Listing which may vary according to each SaaS Offering and its component capabilities ("Service Level Availability" or "SLA") is measured against reports that CA conducts on a regular basis based on objective criteria. Reports are available to Customer upon request. If Customer cannot access SaaS during the Subscription Term, Customer should contact CA to receive SaaS Support.
- 13.2 If it is determined by Customer and confirmed by CA that SaaS is unavailable beyond the default threshold identified in the applicable SaaS Listing measured on a monthly basis during three contiguous months, then Customer has the right to elect any of the remedies specified therein.
- 13.3 The following events shall be excluded from the calculation of Service Level Availability: (i) Force Majeure Event; (ii) outages due to planned downtime of SaaS availability for periodic and required maintenance events, including but not limited to, upgrades and updates to the SaaS and data center infrastructure where CA provides notice to Customer at least 72 hours in advance ("Scheduled Downtime"); (iii) outages based on Customer networks or domain name server issues; (iv) Customer's configuration, scripting, coding drafted by Customer without CA's authorization or knowledge; (v) internet outages; (vi) outages requested by Customer; (vii) Customer changes to its environment which hinder SaaS production; (viii) outages to remedy a security vulnerability or as required by law and (ix) inability for Customer to log in to SaaS service because of dependence on non-CA provided services or components (e.g., Lightweight Directory Access Protocol (LDAP) in Customer's environment).

14 INDEMNIFICATION

- 14.1 CA will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific CA Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Customer the right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third Party claim. If the CA Offering is CA software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.
- 14.2 CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third Party product, or (v) if the applicable fees due for the specific Transaction Document have not been paid. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific

direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS..

14.3 Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third-Party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of the indemnifying Party.

14.4 Customer shall indemnify CA against any claim that any data, materials, items or information supplied to CA under the Agreement infringes any US patent, copyright or trademark within the jurisdictions where CA is provided with such information.

14.5 The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

15 LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT (OTHER THAN WITH REGARD TO THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION) WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE FEES PAID AND OR OWED CA FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH.

16 TERM & TERMINATION

16.1 This Agreement shall continue in effect unless otherwise terminated in accordance with this section, while the period during which the CA offering is provided is the Term and is specified in the Transaction Document.

16.2 This Agreement and/or the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.

16.3 Termination of this Agreement will not result in termination of any Transaction Document and such terms shall survive until such time the Transaction Document expires or is otherwise terminated.

16.4 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement or the Agreement. Excepting for termination based on CA's uncured material breach, all fees are non-cancellable and non-refundable. In the event of termination by CA for an uncured material breach by Customer, all fees shall immediately become due and payable.

17 DISPUTE RESOLUTION

17.1 Any dispute, controversy or claim arising out of the Agreement or the interpretation thereof (a "Dispute") shall be resolved as provided in this section. Prior to the initiation of formal dispute resolution procedures, the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If Customer and CA are unable to resolve the Dispute within thirty (30) days after the referral of the Dispute to them, then each Party will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement and will negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

- 17.2 Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

18 GENERAL TERMS

- 18.1 Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.
- 18.2 Force Majeure. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).
- 18.3 Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) this Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.
- 18.4 Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.
- 18.5 Customer Data. If Customer provides CA with personal data, Customer confirms that it is duly authorized to provide such personal data and it does so lawfully in compliance with relevant legislation, and that CA and any entity within the CA group of companies or its subcontractors may process such personal data for the purposes of providing the CA Offering contemplated under the Agreement. CA shall not transfer such personal data except lawfully, in compliance with relevant legislation. Information on CA's compliance with relevant legislation can be found at <http://www.ca.com/us/data-transfers.aspx>.
- 18.6 Assignment. If CA assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets and provided such Party agrees to perform the obligations under the Agreement, then CA may transfer its rights and obligations under the Agreement upon written notice to Customer. Except as permitted herein, neither Party may transfer, whether by operation of law or otherwise, the Agreement without prior written consent of the other Party, and consent shall not be unreasonably withheld. Attempts to transfer in contravention of this section shall be deemed null and void. The Agreement shall be binding on the Parties hereto and their respective successors and assigns.
- 18.7 Import Export. Customer acknowledges that the CA Offering(s) is subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the CA Offering(s) will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the CA Offering are intended or likely to be used for such purpose.
- 18.8 Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 18.9 Notice. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 18.10 Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.
- 18.11 Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.



- 18.12 Third Parties. This Agreement shall not create any rights in favour of, or any obligations owed by, any third Party unless otherwise expressly defined herein. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or CA.
- 18.13 Choice of Law. The laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement. The Parties agree that any action arising under or relating to the Agreement shall lie within the exclusive jurisdiction of the State and Federal Courts located in Suffolk County, New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.
- 18.14 Survival. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Agreement.
- 18.15 Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.
- 18.16 Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) the SaaS Listing; (3) these SaaS Terms. Notwithstanding this order of precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.



CA, Inc.,
520 Madison Ave., New York, NY US 10022

Channel End User Terms: Services

1. INTRODUCTION

By purchasing or using professional services provided by CA, Inc., or its designated subcontractors, (collectively "CA"), as set out in the relevant statement of work from CA or an Authorized CA Partner, Customer, on behalf of itself and its Authorized End Uses, agrees to the applicable Transaction Document and these terms and conditions ("Services Terms") as govern Customer's use of the Services (collectively, the "Agreement"). Each Agreement constitutes a separate and distinct contract and incorporates the terms and conditions set forth herein. These Services Terms shall be deemed in effect at the time that Services is made available to Customer pursuant to an order from an Authorized CA Partner

2. SERVICES OFFERING

- 2.1. CA will provide the Services as agreed in a statement of work ("SOW") or the ordering document specifying the applicable CA Services ("Transaction Document") entered by CA and Customer's delegated entity on Customer's behalf, having a valid, current authorization from CA to market, offer and resell to Customer the right to use the Services ("Authorized CA Partner"). Customer may find information regarding authorized CA partners here: www.ca.com/partners.
- 2.2. CA Services may be used by Customer's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider), ("Authorized End Users").
- 2.3. CA will determine the resources required for the provision of the Services.
- 2.4. Customer may request CA to change any employees, sub-contractors or agents of CA that have entered confidentiality provisions no less restrictive than defined in the Agreement ("CA Personnel") assigned to the provision of the CA Services upon prior written notice provided that it can show reasonable cause for such request. CA will use reasonable efforts to replace such CA Personnel subject to parties agreeing that work schedules or time allotted for the Services may be impacted and require a change order.
- 2.5. CA will be excused from any failure to perform hereunder which is caused by Customer, an Authorized End User, any entities for which Customer holds greater than a fifty percent (50%) interest (or, by force of law or contract, Customer is obligated to maintain board control thereof ("Group Company"), or any other agent, subcontractor or employee of any of the foregoing, or any other third party permitted access to any Services, by any of the foregoing. Any CA deadline that is affected by any Customer default shall be extended by an amount of time equal to the length of such failure plus an additional period, if reasonably necessary, to compensate for such default.

3. EDUCATION OFFERING

- 3.1. CA, or a subcontractor of CA, will provide standard or customized education offerings, training or instruction, or related services, in prescribed formats or locations, including without limitation, (i) instructor led training, including at CA or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third-party training facility ("Education") as agreed in a Transaction Document. The Transaction Document will indicate the courses or classes ordered, the number of participants authorized by the Customer to attend Education classes or courses or as indicated in the Transaction Document ("Attendees") and the location of the Education services, if applicable. Customer is responsible for any travel costs and/or expenses incurred to attend Education.
- 3.2. CA may require the registration or pre-registration of Customer's Attendees to attend or access the applicable Education. Customer acknowledges that CA has (or reserves) the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Transaction Document, as applicable.
- 3.3. If CA cancels a class, due to unforeseen circumstances, or low enrollment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Customer may receive credit or reschedule the class to an alternative time.
- 3.4. Cancellation in writing by Customer must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided.

4. COOPERATION

- 4.1. Each party acknowledges that the success of the Services requires the cooperation of both parties. Customer and CA shall each assign, where appropriate, an individual to act as a project coordinator for each Services engagement to (i) coordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Services, and (iii) maintain primary responsibility for communication with the other party in relation to the Services ("Project Coordinator") that has requisite authority to decide day-to-day questions that may arise in relation to the Services as defined in the SOW.



- 4.2. Customer acknowledges and agrees that in order for CA to effectively perform the Services in a timely manner, Customer will cooperate with CA by making available on a timely basis (i) management decisions, information, approvals and acceptances (such as a milestone acceptance form where applicable) required by CA for the completion of the Services; (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (iii) any relevant information and documentation as necessary to facilitate performance of the Services. In addition to the above, Customer shall supply CA Personnel with suitable office and work space, and normal office equipment and support, adequate computer resources (including necessary rights to third party software), internet, telephone and facsimile support as necessary to perform the Services.
- 4.3. Each party agrees to assign competent and qualified staff to participate in the performance of the Services.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Customer shall retain all rights in and to Customer's Confidential Information and any business requirements, materials, information and/or intellectual property owned or licensed that is provided by Customer, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any CA Intellectual Property ("Customer Intellectual Property"), including all Customer Intellectual Property that may be contained in a Packaged Work Product and/or other items provided to the Customer pursuant to an SOW ("Deliverables"), and such rights shall remain vested in Customer.
- 5.2. CA shall retain all rights in and to all Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at any time (ii) developed independently of the Services (iii) licensed from a third party ("CA Intellectual Property") and such rights shall remain vested in CA.
- 5.3. If information or materials are used by a party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.
- 5.4. Customer shall have the right to modify or adapt the Deliverables (excluding any CA Intellectual Property developed prior to or during the Services which relates to the functionality of CA Software) provided to the Customer as a Deliverable pursuant to a Statement of Work ("Packaged Work Product") as required or deemed appropriate by Customer ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by CA and its licensors or subcontractors.
- 5.5. CA grants to Customer, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with CA software then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such CA Software.
- 5.6. Customer shall not externally disclose or publish performance benchmark results for the Deliverables without CA's prior written consent or distribute, rent, host or lease the Deliverables or the documentation, technical specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available for CA Services ("Documentation") for third party use, third party training, facilities management, time-sharing, or use as an application service provider, outsourcer, or service bureau, without the express prior written consent of CA and payment to CA of the applicable fees, if any.
- 5.7. All rights not specifically granted hereunder or under an Agreement are expressly reserved by CA.

6. ORDERING AND DELIVERY

- 6.1. Customer agrees that its authorization to use the CA Services are based upon, and subject to, the order made on its behalf by an Authorized CA Partner as reflected by the Transaction Document. The Parties acknowledge and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Services procured by Customer under this Agreement are solely between Customer and its chosen Authorized CA Partner. The use and associated fees shall be as set out on the Transaction Document between CA and Customer's Authorized CA Partner. CA will make the CA Services available to Customer only upon, and in accordance with, CA's execution of the Transaction Document. Any terms that may appear on a Customer's purchase order (including without limitation pre-printed terms), or as part of Customer's order with the Authorized CA Partner, that conflict or vary from the terms and conditions of this Agreement shall not apply to the CA Services and shall be deemed null and void.
- 6.2. If Customer is deficient or overdue in its payment obligation to an Authorized CA Partner by sixty (60) days or more, CA reserves the right with prior notice to withhold performance of its obligations under this Agreement, without liability, until such amounts are paid to the Authorized CA Partner in full.

7. CONFIDENTIALITY

- 7.1. The Parties (individually and or collectively CA and or the Customer), agree Confidential Information is comprised of information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, related documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies that is made generally available with CA Offerings ("Documentation"),

and any benchmark data and results produced. The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

- 7.2. The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 7.3. For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 7.4. Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Customer or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Customer agrees that CA may use any feedback provided by Customer related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 7.5. The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 7.6. In the event of a breach of this section, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For CA Offerings (including code) and Documentation, the material terms of the Agreement, and Customer's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.
- 7.7. This section does not apply to the extent that Confidential Information is required to be disclosed by applicable law, including Customer's public records law. Notwithstanding the foregoing, if Customer receives a request for disclosure of CA Confidential Information, Customer agrees to promptly notify CA in writing and give CA an opportunity to request confidentiality protection for any information to which Customer may deny access under law.

8. WARRANTY

- 8.1. Each Party represents and warrants that it has the legal power to enter the Agreement.
- 8.2. CA represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document.
- 8.3. CA warrants that (i) it will perform the Services to materially conform to the tasks and specifications as detailed in the applicable SOW; (ii) its instructors will provide Education in a professional workman like manner as described in a Transaction Document; and (iii) any Deliverable provided pursuant to a Transaction Document will conform to the documentation provided to the Customer pursuant to a Services engagement, including without limitation, such documentation describing the project specifications, design, configuration, architecture and testing procedures, or installation and user guides, as applicable ("Services Documentation") for 30 days from the day of delivery.
- 8.4. Customer shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or Education claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to CA that a breach occurred and/or if milestone or acceptance forms are signed by Customer, then the Deliverable, Services and/or Education will be deemed delivered in accordance with the warranty obligations.
- 8.5. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA.

9. WARRANTY REMEDY

In the event of a breach by CA of the above Warranty section, Customer's remedy, at CA's discretion and in consultation with Customer, shall be to re-perform the Services and/or Education at no additional charge to Customer or to refund the applicable fees paid which correspond to



the Services, applicable Deliverable or Education. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Transaction Document or for its failure to follow the Services Documentation.

10. CHANGE REQUEST

Upon request by Customer or CA, the scope of Services may be adjusted through a mutually agreed change order defining the impact of any changes, including the fees or any other aspect of the provision of the Services.

11. INDEMNIFICATION

- 11.1. CA will indemnify, defend and/or, at its option, settle any third-party claims that Customer's use of the specific CA Offering provided by CA pursuant to a Transaction Document under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Customer the right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide Customer's Authorized Partner (wherein the non-compliant CA Offering was procured), a pro-rated refund of the fees paid for the CA Offering which gave rise to the indemnity.
- 11.2. CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third Party product, or (v) if the applicable fees due for the specific Transaction Document have not been paid. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.
- 11.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third-Party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.
- 11.4. Customer shall indemnify CA against any claim that any data, materials, items or information supplied to CA under the Agreement infringes any US patent, copyright or trademark within the jurisdictions where CA is provided with such information.

12. LIMITATION OF LIABILITY

- 12.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT (OTHER THAN WITH REGARD TO THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION) WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE FEES PAID AND OR OWED CA FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH.

13. TERM AND TERMINATION

- 13.1. This Agreement shall continue in effect unless otherwise terminated in accordance with this section, while the period during which the CA offering is provided is the Term and is specified in the Transaction Document.
- 13.2. This Agreement and/or the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to either cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; or (b) upon insolvency of the other Party, if permitted by law.
- 13.3. Termination of this Agreement will not result in termination of any Transaction Document and such terms shall survive until such time the Transaction Document expires or is otherwise terminated.
- 13.4. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement or the Agreement. Excepting for termination based on CA's uncured material breach, all fees are non-cancellable and non-refundable. In the event of termination by CA for an uncured material breach by Customer, all fees shall immediately become due and payable.

14. DISPUTE RESOLUTION

- 14.1. Any dispute, controversy or claim arising out of the Agreement or the interpretation thereof (a "Dispute") shall be resolved as provided in this section. Prior to the initiation of formal dispute resolution procedures, the Parties shall first meet as often, and for such duration and

as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute. If Customer and CA are unable to resolve the Dispute within thirty (30) days after the referral of the Dispute to them, then each Party will appoint one (1) senior executive who is not involved on a day-to-day basis with the subject matter of the Agreement and will negotiate the matter in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.

- 14.2. Formal proceedings for the resolution of a Dispute may not be commenced until the earlier of: (i) the good faith determination by the appointed senior executives that amicable resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. The provisions of paragraphs (i) and (ii) will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

15. GENERAL TERMS

- 15.1. Amendments. The terms of the Agreement may only be amended by mutual written agreement of the Parties.
- 15.2. Force Majeure. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).
- 15.3. Order of Precedence. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved per the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) this Agreement. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.
- 15.4. Independent Contractors. The Parties expressly agree that the relationship between them is that of customer-independent contractor.
- 15.5. Customer Data. If Customer provides CA with personal data, Customer confirms that it is duly authorized to provide such personal data and it does so lawfully in compliance with relevant legislation, and that CA and any entity within the CA group of companies or its subcontractors may process such personal data for the purposes of providing the CA Services contemplated under the Agreement. CA shall not transfer such personal data except lawfully, in compliance with relevant legislation. Information on CA's compliance with relevant legislation can be found at <http://www.ca.com/us/data-transfers.aspx>.
- 15.6. Assignment. If CA assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets and provided such Party agrees to perform the obligations under the Agreement, then CA may transfer its rights and obligations under the Agreement upon written notice to Customer. Except as permitted herein, neither Party may transfer, whether by operation of law or otherwise, the Agreement without prior written consent of the other Party, and consent shall not be unreasonably withheld. Attempts to transfer in contravention of this section shall be deemed null and void. The Agreement shall be binding on the Parties hereto and their respective successors and assigns.
- 15.7. Import Export. Customer acknowledges that the CA Offerings are subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the CA Offerings will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the CA Offerings are intended or likely to be used for such purpose.
- 15.8. Announcements. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 15.9. Notice. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 15.10. Headings. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.
- 15.11. Validity. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.
- 15.12. Third Parties. This Agreement shall not create any rights in favour of, or any obligations owed by, any third Party unless otherwise expressly defined herein. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or CA.
- 15.13. Choice of Law. The laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement. The Parties agree that any action arising under or relating to the Agreement shall lie within the exclusive jurisdiction of



the State and Federal Courts located in Suffolk County, New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

- 15.14. Survival. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Agreement.
- 15.15. Entire Agreement. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

CA Education Terms and Conditions

1. INTRODUCTION

These Education Terms and Conditions specify the terms and conditions which apply to any CA Education offering(s) and Course Materials that CA will provide to Customer.

2. DEFINITIONS

- 2.1. "Attendees" mean the participants authorized by Customer to attend or participate in the Education offerings as indicated in the Transaction Document.
- 2.2. "Course Materials" means any Education content provided to Customer in any media form pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.
- 2.3. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Customer site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.
- 2.4. "Education Funds" means a pool of funds prepaid by Customer which may be applied to purchase Education.
- 2.5. "Transaction Document" means a signed mutually agreed ordering document such as a CA order form or statement of work for the specific CA offering licensed or purchased.

3. EDUCATION OFFERING

- 3.1. CA shall provide the Education as agreed in a Transaction Document. The Transaction Document will specify the type of Education offering being purchased, including at a minimum, the courses or classes ordered, the quantity of Attendees, and the manner and/or location of delivery of such Education services, as applicable.
- 3.2. CA may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. Customer acknowledges that CA reserves the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education.

The Course Materials will be delivered either by electronic delivery (ESD) or in tangible media carriage paid to (CPT), as defined in INCOTERMS 2010, from CA's shipping point as indicated in the Transaction Document. CA agrees to be responsible for all customs duties and clearances and title to any CA hardware if included will pass upon point of delivery to carrier at CA's shipping location.

4. FEES AND CANCELLATION

- 4.1 The Customer will pay to CA the fees, expenses and other charges as defined in the Transaction Document and acknowledges that such fees are due and payable upon execution of such Transaction Document. Any customized educational courses will be based on the rates and expenses of the instructor providing the course or such fees as stated in the Transaction Document, as applicable. Customer agrees to pay any applicable VAT, GST, sales tax, and any other applicable taxes (collectively the Taxes) in addition to the fees when such payments are due.
- 4.2 Customer may use Education Funds in one or more transactions. Customer acknowledges and agrees that it must use Education Funds within one (1) year from the effective date of the Transaction Document purchasing such funds, unless otherwise stated on the Transaction Document. Any portion of Education Funds unused following such period shall expire and not be subject to any refund or credit.
- 4.3 If CA cancels a class due to unforeseen circumstances, or low enrolment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Customer may receive credit or reschedule the class to an alternative time.
- 4.4 Cancellation in writing by Customer must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided.
- 4.5 Neither party shall be liable for any travel related fees or expenses incurred by the other party in relation to Education which such party has properly cancelled in compliance with this section.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Course Materials and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under these Education Terms and Conditions is exchanged between the Parties.



- 5.2 CA grants to Customer, a non-exclusive, non-transferable license to use the Course Materials and Education offering for the internal use of the Customer, but limited to the specific Attendees and subject to terms of the Transaction Document. Customer shall be responsible for all use of the Education and Course Materials by its Attendees.

6 WARRANTY

- 6.1 If CA provides an instructor, the delivery of the CA Education Course offering shall be provided in a professional, workman-like manner.
- 6.2 EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

7 WARRANTY REMEDY

- 7.1 In the event of a breach of the Warranty section, Customer's remedy shall be, at CA's discretion and in consultation with Customer, to re-perform the Education at no additional charge to Customer or to refund the applicable fees paid which relate to the specific Education, Course or Course Material. These remedies are contingent upon the alleged breach not resulting from Customer's failure to abide by its obligations as defined in the Transaction Document or to conform to the Course Materials.

8 INDEMNIFICATION

- 8.1 CA will indemnify, defend and/or, at its option, settle any third party claims that Customer's use of the specific CA Education course and/or Course Material licensed or purchased by Customer infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the CA Education offering at the time of delivery. CA may, at its option and expense: (i) procure for Customer the right to continue to use the CA Education offering; (ii) repair, modify or replace the CA Education offering so that it is no longer infringing; or (iii) provide a pro-rated refund of the fees paid for the CA Education offering which gave rise to the indemnity calculated against the remainder of Education funds.
- 8.2 CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Education offering except a modification by CA, (ii) if the CA Education offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Education offerings in combination with any third Party product, or (v) if the applicable fees due for the specific Transaction Document have not been paid. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Education offering produced by CA at the specific direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.
- 8.3 Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third Party action alleging a bodily injury or death which arise from the CA Education offering and/or Transaction Document, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party.
- 8.4 Customer shall indemnify CA against any claim that any data, materials, items or information supplied to CA under the Transaction Document infringes any US patent, copyright or trademark within the jurisdictions where CA is provided with such information.
- 8.5 The above indemnities are contingent upon: (i) the indemnified Party providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) the indemnifying Party's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment or admission of liability on the part of the other Party, and (iii) the indemnified Party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying Party.

9 LIMITATION OF LIABILITY

- 9.1 EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGEMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA EDUCATION OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED FOR THE THE EDUCATION OFFERING THAT IS THE SUBJECT OF THE CLAIM.

10 GENERAL TERMS

- 10.1 **Amendments.** The CA Education Terms and Conditions may only be amended by mutual written agreement of the Parties.
- 10.2 **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Transaction Document, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the

event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

- 10.3 **Order of Precedence.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising the agreement between CA and Customer shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) these Education Terms and Conditions. Notwithstanding this Order of Precedence, a Customer issued purchase order shall not modify the terms of the documents indicated herein.
- 10.4 **Independent Contractors.** The Parties expressly agree that the relationship between them is that of customer-independent contractor.
- 10.5 **Customer Data.** If Customer transfers any personal data to CA as a requirement pursuant to any CA Education offering, then Customer represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.
- 10.6 **Assignment.** If CA assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets and provided such Party agrees to perform the obligations under the Transaction Document, then CA may transfer its rights and obligations under the Transaction Document upon written notice to Customer. Except as permitted herein, neither Party may transfer, whether by operation of law or otherwise, the Transaction Document without prior written consent of the other Party, and consent shall not be unreasonably withheld. Attempts to transfer in contravention of this section shall be deemed null and void. The Transaction Document shall be binding on the Parties hereto and their respective successors and assigns.
- 10.7 **Import Export.** Customer agrees that CA Education offerings, software Documentation and Course Materials is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Customer agrees to export, re-export or import such information only in compliance with such laws and controls.
- 10.8 **Announcements.** Neither Party may issue press releases relating to the Transaction Document without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 10.9 **Validity.** In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.
- 10.10 **Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third Party unless otherwise expressly defined in any Transaction Document. The Parties agree that any action arising from CA Education Transaction Document shall solely be brought by Customer or CA.
- 10.11 **Choice of Law.** The laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Transaction Document. The Parties agree that any action arising under or relating to the Transaction Document shall lie within the exclusive jurisdiction of the State and Federal Courts located in Suffolk County, New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Transaction Document.
- 10.12 **Entire Agreement.** The Transaction Document and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Transaction Document.

SAP General Terms and Conditions for SAP Cloud Services (for indirect sales)

Article 1 Definitions

- 1.1 "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights or controls or is under common control with that legal entity. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Any such entity shall be considered an Affiliate for only such time as such interest or control is maintained.
- 1.2 "Agreement" means the agreement between SAP and Customer including these General Terms and Conditions and any Order Form referencing these General Terms and Conditions, and any other schedules, statements of work, exhibits or appendices thereto, whether attached or incorporated by reference.
- 1.3 "Confidential Information" means, with respect to Customer, the Customer Data, and with respect to SAP: (a) the Service, including, without limitation, all (i) computer software (both object and source codes) and related Service documentation or specifications; (ii) techniques, concepts, methods, processes and designs embodied in or relating to the Service; and (iii) all application program interfaces, system infrastructure, system security and system architecture design relating to the Service; (b) SAP research and development, product offerings, pricing and availability; and (c) any information about or concerning any third party which information was provided to SAP subject to an applicable confidentiality obligation to such third party. In addition to the foregoing, Confidential Information of either SAP or Customer (the party disclosing such information being the "Disclosing Party") may also include information which the Disclosing Party protects against unrestricted disclosure to others and which (i) if in tangible form, the Disclosing Party clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), the Disclosing Party identifies as confidential or proprietary at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.
- 1.4 "Content" means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available by SAP for utilization with the Service.
- 1.5 "Customer" means the entity that has consented to this Agreement by execution of an Order Form that references these General Terms and Conditions or by other legally binding method of acceptance of this Agreement.
- 1.6 "Customer Data" means any content, materials, data and information provided by Customer or its Named Users to SAP in the course of using the Service.
- 1.7 "Documentation" means SAP's then-current technical and functional documentation for the Service which is delivered or made available to Customer with the Service.
- 1.8 "Named User" means Customer's and its Affiliates' employees, agents, contractors, consultants, suppliers or other individuals who are authorized by Customer to use the Service.
- 1.9 "Order Form" means the written order form or other ordering documentation (including a registration Webpage or Website) placed by the SAP Reseller with SAP based on the SAP Reseller's Order Form entered into by the SAP Reseller and Customer containing the specific terms and conditions applicable to the Service and which references these General Terms and Conditions.
- 1.10 "SAP" means the entity identified by these General Terms and Conditions or the Order Form as providing the Service to Customer.
- 1.11 "SAP Reseller" means an independent entity authorized by SAP to market, promote and resell subscriptions to the Service and/or to provide other services related to the Service.
- 1.12 "Service" means the hosted, on-demand service described in the Order Form.
- 1.13 "Site" means an SAP established Internet site through which the Service is made available.
- 1.14 "System Availability" means the average percentage of total time during which the Service is available to Customer, excluding (i) any maintenance windows (as may be defined in a product-specific supplement to this Agreement); (ii) any emergency maintenance (as may be defined in a product-specific supplement to this Agreement); (iii) delays due to conditions beyond the reasonable control of SAP; (iv) delays caused by equipment provided by Customer (or its service providers); or (v) delays caused by systems outside of the Service, including, but not limited to, Customer's network.
- 1.15 "Work Product" means any work product or tangible results produced by or with SAP pursuant to this Agreement, including in the course of providing support, training or configuration services to Customer. Work Product includes works created for or in cooperation with Customer, but does not include any Customer Data, Customer Confidential Information or the Service. For clarity, some services may be performed under a statement of work, which statement of work will be governed by the terms and conditions of this Agreement.

Article 2 Usage Rights

- 2.1 SAP shall make the Service available to Customer in accordance with and during the term stated in the Order Form to permit Named Users to remotely access and use the Service solely for Customer's own internal business purposes as permitted by and subject to the terms of this Agreement and the Documentation. The right to use the Service is worldwide, subject to restrictions listed herein as may be updated from time to time and subject to Section 14.4.
- 2.2 Customer shall not sublicense, license, sell, lease, rent, outsource or otherwise make the Service available to third parties, other than Named Users who are using the Service in support of Customer's authorized use of the Service. Customer shall be responsible for the acts and omissions of its Named Users as if they were the acts and omissions of Customer. Rights of any Named User licensed to utilize the Service cannot be shared or used by more than one individual. In addition, a Named User may not be transferred from one individual to another unless the original user no longer requires, and is no longer permitted, access to the Service.
- 2.3 Customer shall not remove notices and notations on the Site or in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SAP or its licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Service, as well as any Work Product, and any improvements, design contributions or derivative works conceived or created by either party in or to the Service. Except as otherwise agreed in writing, Customer is granted the nonexclusive right to use the Work Product in connection with its use of the Service and subject to the terms of this Agreement. Except for the limited rights expressly granted herein, this Agreement does not transfer from SAP any proprietary right or interest in the Service. All rights not expressly granted to Customer in this Agreement are reserved by SAP and its licensors.
- 2.4 When using the Service, Customer shall not, and shall ensure that its Named Users do not: (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Service (except as described and permitted in the Documentation); (b) transmit any content, data or information that is unlawful, harmful, threatening, malicious, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the SAP software or SAP systems used to host the Service, or other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to Customer; (e) use the Service in the operation of a service bureau, outsourcing or time-sharing service; (f) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or other similar item (other than a "bookmark" from a Web browser), to the Site or Service, or any part thereof; (g) circumvent the user authentication or security of the Site or Service or any host, network, or account related thereto; (h) use any application programming interface to access the Service other than those made

available by SAP; (i) make any use of the Service that violates any applicable local, state, national, international or foreign law or regulation; or (j) except for rights provided to Named Users as permitted in this Agreement, allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, Customer for access to the Service.

2.5 Some content on the Site may come from government sources, is in the public domain, and is not copyrightable.

2.6 The Site may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SAP partners and third-party service providers. SAP shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. Customer further agrees that SAP shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any content, goods or services available on or through any such linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the Site, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

2.7 The Service may include Content. This Content is provided "as is", and SAP makes no warranty as to the accuracy or completeness of such Content. Customer uses such Content at its own risk, and SAP shall have no liability to Customer or any third party based on Customer's use of or reliance on such Content.

2.8 SAP shall be entitled to monitor Customer's compliance with the terms of this Agreement, including but not limited to the number of Named Users accessing the Service and, subject to Article 12 of this Agreement, SAP may utilize the information concerning Customer's use of the Service to improve SAP products and services and to provide Customer with reports on its use of the Service.

2.9 SAP may change or modify the Service at any time. SAP shall not materially diminish the Service during the term of the Order Form. Nothing in this Article 2.9 shall require SAP to continue to provide any portion of the Service if this would result in SAP violating the rights of any third party or any applicable law.

2.10 If Customer is granted access under this Agreement to a free (no fee) version of the Service, to the extent permitted by applicable law, Customer agrees that (i) SAP has no obligation to provide any particular service level or support services; and (ii) SAP may cease providing the Service at any time without notice. This Article 2.10 supersedes any conflicting term of this Agreement.

2.11 SAP may offer and Customer may choose to accept access to functionality that is not generally available and not validated and quality assured in accordance with SAP's standard processes ("**Beta Functionality**"). The purpose of such access is to allow Customer to test the functionality with its standard business operation and to provide feedback on such testing to SAP. Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. Any production use of the Beta Functionality is at Customer's sole risk. SAP does not warrant the correctness and completeness of the Beta Functionality, and SAP shall not be liable for errors or damages caused by the usage of the Beta Functionality.

Article 3 Support, Set up and Security

3.1 SAP will provide support for the Service as described in Exhibit 1 hereto.

3.2 SAP will use commercially reasonable security technologies (such as encryption, password protection and firewall protection) in providing the Service, and Customer shall comply with the applicable SAP security guidelines and procedures made known to Customer through the Service or otherwise. Customer agrees that SAP does not control the transfer of data, including but not limited to Customer Data, over telecommunications facilities, including the Internet, and SAP does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service. SAP and Customer are further subject to the terms and conditions of Exhibit 2 ("Annex for Commissioned Processing of Personal Data").

3.3 SAP warrants at least ninety-nine percent (99%) System Availability over any calendar month. Should SAP fail to achieve ninety-nine percent (99%) System Availability over a calendar month, Customer shall have the right to receive from SAP Reseller a credit equal to two percent (2%) of its subscription fees for the Service for that month, for each one percent (1%) (or portion thereof) by which SAP fails to achieve such level, up to one hundred percent (100%) of the fees for such month. This is Customer's sole and exclusive remedy for any breach of this service level warranty; provided however, that should SAP fail to achieve ninety-nine percent (99%) System Availability in each of two (2) consecutive calendar months, Customer shall have the right to terminate the Order Form for cause, in which case SAP Reseller will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Where Customer is entitled to receive credits under this Section 3.3, SAP will issue such credits to SAP Reseller who will forward to Customer. Claims under this service level warranty must be made in good faith and by submitting a support case within ten (10) business days after the end of the relevant period.

Article 4 Customer Responsibilities and Obligations

4.1 Subject to Article 12 below, Customer grants to SAP the nonexclusive right to use Customer Data for the sole purpose of and only to the extent necessary for SAP to provide the Service.

4.2 Customer shall be responsible for entering its Customer Data into the Service and Customer shall be responsible for the maintenance of the Customer Data supplied by it. Customer hereby represents and warrants to SAP that the Customer Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by SAP or its subcontractors to provide the Service. Customer agrees that it has collected and shall maintain and handle all Customer Data in compliance with all applicable data privacy and protection laws, rules and regulations.

4.3 Customer shall change all passwords used to access the Service at regular intervals. Should Customer learn of an unauthorized third party having obtained knowledge of a password, Customer shall inform SAP thereof without undue delay and promptly change the password.

4.4 Customer is responsible for the connection to the Service, including the Internet connection.

4.5 SAP only supports the Service in those countries explicitly named as supported countries in the Documentation. These are the only valid, localized/language versions of the Service available for use by the Customer. Any Named Users from outside these countries are required to access a valid, localized/language version of the Service as provided to Customer.

Article 5 Additional Services

This Agreement does not include services other than those identified in the Order Form, the Documentation or a statement of work. Modifications of the Service or its configuration for Customer's needs are not included in the fees for the Service, but are set forth separately in the Order Form or a separate statement of work. If Customer elects to have any services provided by a third party, SAP shall have no liability for any defect or failure of the Service caused by such third-party services, and Customer shall not be entitled to any reduction in fees for the Service. SAP may deny access to the Service to any third party which SAP determines in its sole discretion poses a security risk or other risk to SAP systems, data or intellectual property.

Article 6 Reseller Relationship/Prices and Payment

6.1 Customer acknowledges and agrees that the SAP Reseller through which Customer has arranged for the procurement of the Services or from which Customer receives any services related to the Services is not an agent of SAP. The SAP Reseller is an independent company, person, or entity with no authority to bind SAP or to make representations or warranties on behalf of SAP. SAP makes no representations or warranties as to such authorized distributor or reseller, or any other third party, related to the performance of the products or services of such entities, and fully disclaims any such warranties in accordance with Section 8.

- 6.2 Customer expressly acknowledges and agrees that SAP is entitled to rely on written information from SAP Reseller in making any determination as to suspension of the Services or termination of the Agreement relative to Article 7.2, and SAP shall have no liability to Customer for any actions thereunder based on SAP's reasonable belief in the accuracy or reliability of such information.
- 6.3 Customer shall pay SAP Reseller (or successors in interest or assignee(s) of SAP Reseller) fees and any applicable taxes for the Services specified in the applicable Order Form(s) made part of this Agreement, pursuant to the payment agreement between SAP Reseller and Customer and provision of the Services is contingent upon payment of such fees.
- 6.4 In the event of termination of the reseller agreement between SAP and SAP Reseller, or if for any other reason SAP Reseller is no longer entitled to receive fees for the Services hereunder, SAP may, at its option and upon notice to Customer, require continued payment of fees for the Services hereunder to either another SAP reseller or to SAP. Failure to pay such fees shall be considered a material breach of this Agreement.

Article 7 Term, Termination and Termination Support

- 7.1 The term of this Agreement begins on the Effective Date set forth in the Order Form and shall continue in effect as described in the Order Form. Termination of individual Order Forms shall leave other Order Forms unaffected.
- 7.2 Notwithstanding the foregoing and subject to the Contract Disputes Act, as amended, this Agreement shall terminate (i) thirty (30) days after SAP gives Customer notice of Customer's material breach of any provision of the Agreement, including more than thirty (30) days delinquency in Customer's payment of any money due for the Services, unless Customer has cured such breach during such thirty (30) day period; or (ii) thirty (30) days after Customer gives SAP notice of SAP's material breach of any provision of the Agreement, unless SAP has cured such breach during such thirty (30) day period. In case of termination in accordance with Article 7.2 (ii), Customer shall be entitled to a pro-rata refund of prepaid fees for the applicable Service. Except for termination in accordance with Article 7.2(ii), termination will not relieve Customer from the obligation to pay fees that remain unpaid. For avoidance of doubt, Customer's failure to pay fees due for the Services (whether to SAP Reseller, successors in interest or assignee(s) of SAP Reseller) shall be considered a material breach of this Agreement.
- 7.3 Notwithstanding SAP's right to terminate as set forth in Article 7.2 above, in the event of (i) any material breach of this Agreement which is not cured within thirty (30) days after receipt of written notice from SAP; or (ii) a determination by SAP that continued use of the Service may result in harm to the Service (including the systems used to provide the Service) or other SAP customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity; or (iii) thirty (30) days after SAP or SAP Reseller gives Customer notice of Customer's breach of any obligations under separate agreement to SAP Reseller, including non-payment of any fees thereunder. SAP will have the right immediately, in SAP's sole discretion, to remove any potentially offending Customer Data from the Service, deactivate Customer's user name(s) and password(s) and/or suspend access to the Service.
- 7.4 Upon the effective date of termination, Customer's access to the Service will be terminated. Customer shall have the ability to access its Customer Data at any time during a subscription term. Furthermore, upon reasonable request, Customer may export and retrieve its Customer Data during a subscription term, which request will be subject to technical limitations caused by factors such as (i) the size of Customer's instance of the Service; and (ii) the nature of Customer's request, e.g., the frequency and/or timing of the export and retrieval. Customer shall have the ability to export and retrieve its Customer Data within thirty (30) days after the effective date of termination. Thirty (30) days after the effective date of termination, SAP shall have no obligation to maintain or provide any Customer Data. Except when such Customer Data has been removed in accordance with Article 7.3, exported by Customer or Customer was granted a free (no fee) license to the Service, upon termination of the Agreement, SAP shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the Service, including, but not limited to, Customer Data, unless and to the extent applicable laws and regulations require further retention of such data.
- 7.5 Articles 6, 9, 10, 11, 12 and 13 shall survive the expiration or termination of this Agreement.

Article 8 Warranties by SAP

- 8.1 SAP warrants that the Service (excluding any third party products, content or services accessed through the Service) will substantially conform to the specifications stated in the Documentation. The foregoing warranty shall not apply: (i) if the Service is not used in accordance with this Agreement and/or any Documentation; or (ii) if the non-conformity is caused by third party services, content or products or any modifications, configurations or customizations to the Service; or (iii) to free (no fee) or trial licenses of the Service.
- 8.2 Customer shall report any non-conformities with respect to Section 8.1 to SAP in writing without undue delay through an SAP approved support channel, submitting a detailed description of the problem and any information useful for rectification of the non-conformity.
- 8.3 Provided Customer complies with Section 8.2 such that existence of non-conformity is validated, SAP will, at its option: (i) repair the non-conforming Service; or (ii) return an appropriate portion of any payment made by Customer with respect to the affected portion of the applicable Service. This is Customer's sole and exclusive remedy under this warranty.
- 8.4 EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 8.1, NEITHER SAP NOR ITS VENDORS MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICE, OR ANY INFORMATION TECHNOLOGY SERVICES, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIAL WILL BE UNINTERRUPTED OR ERROR FREE.

Article 9 Indemnification by SAP

- 9.1 SAP shall defend Customer and its Affiliates against claims brought against Customer by any third party alleging that Customer's use of the Service, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a patent claim(s), copyright or trade secret rights, and SAP will pay damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to such claims. This obligation of SAP shall not apply if the alleged infringement or misappropriation results from use of the Service in conjunction with any other software or service, or unlicensed activities or use of the Service in violation of this Agreement or to free (no fee) or trial licenses of the Service. This obligation of SAP also shall not apply if Customer fails to timely notify SAP in writing of any such claim; however, Customer's failure to provide or delay in providing such notice shall not relieve SAP of its obligations under this Section except to the extent SAP is prejudiced by Customer's failure to provide or delay in providing such notice. SAP is permitted to fully control the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability by Customer. In the event Customer declines SAP's proffered defense, or otherwise fails to cede full control of the defense to SAP's designated counsel, then Customer waives SAP's obligations under this Article 9.1. Customer shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to SAP. SAP expressly reserves the right to cease such defense of any claim(s) in the event the Service is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. SAP may settle any claim on a basis requiring SAP to substitute for the Service alternative substantially equivalent non-infringing services. Customer shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Service that is prejudicial to SAP's rights.
- 9.2 In the event a Claim under Section 9.1 is made or in SAP's reasonable opinion is likely to be made, SAP may, at its sole option and expense: (i) procure for Customer the right to continue using the Service under the terms of this Agreement; or (ii) replace or modify the Service to be

non-infringing without material decrease in functionality. If the foregoing options are not reasonably available, SAP may terminate this Agreement and refund to Customer all prepaid fees for the remainder of its term after the date of termination.

- 9.3 THE PROVISIONS OF THIS ARTICLE 9 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF SAP AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

Article 10 Damages by Customer

Customer shall defend SAP and its Affiliates against claims brought against SAP by any third party arising from or related to (i) any use of the Service in violation of any applicable law or regulation; or (ii) an allegation that the Customer Data or Customer's use of the Service in violation of this Agreement violates, infringes or misappropriates the rights of a third party. Customer will be liable to pay damages finally awarded against SAP (or the amount of any settlement Customer enters into) with respect to such claims. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer and/or its Named Users or by the conduct of a third party using Customer's access credentials. This obligation of Customer shall not apply if SAP fails to timely notify Customer in writing of any such claim, however SAP's failure to provide or delay in providing such notice shall not relieve Customer of its obligations under this Section except to the extent Customer is prejudiced by SAP's failure to provide or delay in providing such notice. Customer is permitted to fully control the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on or admission of liability by SAP or otherwise obligates SAP to specific performance. In the event SAP declines Customer's proffered defense, or otherwise fails to cede full control of the defense to Customer's designated counsel, then SAP waives Customer's obligations under this Article 10. SAP shall reasonably cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Customer.

Article 11 Limitation of Liability

- 11.1 ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL EITHER SAP (OR ITS AFFILIATES OR LICENSORS) OR CUSTOMER (OR ITS AFFILIATES) BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE LESSER OF THE FOLLOWING: (i) THE FEES FOR THE APPLICABLE SERVICE PAID TO SAP BY THE SAP RESELLER FOR CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO LIABILITY OR (ii) THE FEES FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO LIABILITY ACCORDING TO ANY APPLICABLE SAP PRICE LIST IN EFFECT AS OF THE EFFECTIVE DATE OF THE APPLICABLE ORDER FORM. NOWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.
- 11.2 The provisions of this Agreement allocate the risks between SAP and Customer. The Service fees reflect this allocation of risk and limitations of liability herein. The aforementioned liability limitations shall include any claims against employees of, subcontractors of, or any other persons authorized by, SAP.

Article 12 Confidentiality

- 12.1 Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.
- 12.2 The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the Disclosing Party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the Disclosing Party agrees in writing is free of such restrictions.
- 12.3 Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Customer agrees that SAP may use Customer's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPHIRE participation). SAP will make reasonable efforts to avoid having the reference activities unreasonably interfere with Customer's business.
- 12.4 Customer may provide, or SAP may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SAP site, service or product, or input as to whether Customer believes SAP's development direction is consistent with Customer's business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). Customer acknowledges and agrees that any information disclosed by SAP during discussions related to Feedback shall be considered SAP Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SAP to utilize such Feedback, Customer hereby grants to SAP a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SAP's licensees and customers, under Customer's relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SAP chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SAP's and its sublicensees products or services embodying Feedback in any manner and via any media SAP chooses, without reference to the source. SAP shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to Customer and/or Customer's representatives. Customer acknowledges that the information related to the Service disclosed by SAP under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SAP to any particular course of business, product strategy, and/or development.

Article 13 Data Protection

- 13.1 Customer has and accepts the full responsibility for all personal data as 'controller' in terms of Art. 2 (d) of the EU Data Protection Directive 95/46/EC. To the extent personal data is stored and/or processed under this Agreement, SAP will adhere to Customer's instructions as a 'processor' in the terms of Art. 2 (e) of the EU Data Protection Directive 95/46/EC. Customer's instructions exceeding the scope of services offered by SAP will be at Customer's expense and subject to technical and organizational feasibility by SAP. SAP and Customer will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.

- 13.2 To the extent that personal data of Customer are being processed, SAP shall obligate its personnel entrusted with the processing of Customer's data to data protection and data secrecy in accordance with applicable law.
- 13.3 SAP is authorized to engage subcontractors for the processing of personal data to the extent necessary for fulfilling its contractual obligations under this Agreement. SAP shall obligate its subcontractors to obey all relevant data protection rules. In case that such subcontractor is located outside the EU, SAP shall provide for a level of data protection deemed adequate under EU data protection regulations.
- 13.4 Customer ensures that no legal requirements of Customer prevent SAP from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

Article 14 Miscellaneous

- 14.1 It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 14.2 If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 14.3 The Order Form may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Order Form. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures.
- 14.4 The Service, Documentation and other SAP materials are subject to the export control laws of various countries, including without limitation the laws of the United States and Germany. Customer agrees that it will not submit the Service, Documentation or other SAP materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Service, Documentation and SAP materials to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Service, Documentation or other SAP materials by Customer and its Named Users.
- 14.5 This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the U.S. federal government, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and U.S. law, rules, and regulations, U.S. law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.
- 14.6 All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP or Customer at the address first set forth in any Order Form. Where in this Article 14.6 or elsewhere in this Agreement, a written form is required, except for notification of any notice of termination or notice of a material breach, that requirement can be met by facsimile transmission, exchange of letters or other written form, including email.
- 14.7 Dates and timelines shall be non-binding and time will not be of the essence unless expressly agreed by the parties. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
- 14.8 This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Customer to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap or browsewrap end user agreement included in the Service (except for end user agreements governing third party products or services).
- 14.9 Customer may not, without SAP's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or any SAP materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to any of its Affiliates. SAP may in its sole discretion sub-contract parts of the Service to third-parties.
- 14.10 The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Order Form; (ii) the schedules, exhibits and appendices included with or referenced by the Order Form; (iii) and these General Terms and Conditions.
- 14.11 Customer understands and agrees that the Service may include communications such as service announcements and administrative messages from SAP or SAP's partners. Customer will not be able to opt out of receiving these service announcements and administrative messages while using the Site and/or the Service unless Customer sends SAP a specific written notice requesting that the Customer's details be eliminated from the Site and any mailing list.
- 14.12 Further, subject to any indispensable legal written form requirements, wherever the Agreement stipulates a written form requirement such written form requirement can be fulfilled by making use of a respective electronic process made available by SAP ("Electronic Process"). In particular, for execution of the Order Form, SAP – in its sole discretion – may make contract documents available electronically and ask Customer to submit an electronic offer by fulfilling the steps required in accordance with the Electronic Process.

**EXHIBIT 1
SUPPORT TERMS**

1. SUPPORT OFFERINGS

1.1 SAP's Cloud Support organization offers two levels of Customer support for the Service. Premium Support is included in the subscription fees for the Service and, for an additional cost, Customer can purchase Platinum Support, if and when available for the applicable Service.

1.2 For purposes of this Exhibit 1, the following definitions apply:

"Admin Training Course" means Administrator training offered through the SAP Academy.

"Administration Units ("AUs")" means pre-purchased units that a Customer who has purchased Platinum Support for SAP SuccessFactors Services may redeem for certain support services related to the SAP SuccessFactors Services. AUs may be used for key administrative tasks such as, by way of example, User and permission management, document and workflow management, analytics and reporting set-up and management and content management. For the avoidance of doubt, AUs shall not be available for, nor apply to, any SAP On-Demand Services.

"Annual Support Review" means the annual review conducted by the Platinum Support Account Manager which may include the review of Customer's adoption of the Service, best practices, issues and mitigation plans, as applicable.

"Application Administrator" means the Primary Customer Contact who is required to take the Admin Training Course prior to Customer's production use of the Service.

"Basic Form Configuration" means copies of existing form templates, text changes, and basic workflow modifications.

"Case Management System" means the global web-based system or tool available to Customer for reporting and logging cases or issues with SAP's support team at any time (including outside of the Cloud Support Hours of Operation, as defined below), which system or tool is accessible by SAP, its Affiliates and authorized Subprocessors.

"Customer Community Site" means the complimentary, web-based, peer-to-peer community where customers can search for product or support information and collaborate with other SAP customers at <http://community.successfactors.com> for SAP SuccessFactors Services and at <https://www.sme.sap.com> for SAP On-Demand Services (or any subsequent site(s) of which SAP informs Customer).

"Customer Outreach" means any communications from SAP, including, but not limited to, newsletters, informational notices, known issues alerts and blog posts.

"Knowledge Base" means the searchable articles and videos contained within the Case Management System.

"Live Session" means a training or webinar conducted with a person that is not recorded.

"Live Review" means a remote review with a person via phone or web conference.

"Local Time Zone" means Customer's local time zone, depending on where Customer is headquartered or, for Platinum Support customers, where the Assigned Support Account Manager is located.

"Platinum Support Technical Resolution Team" means the SAP support team that is specialized by Service product and which is focused on technical issue resolution for Platinum Support accounts.

"Product Bundle" means a Service Product Bundle, if any, subscribed to by Customer and set forth in an Order Form.

"Release Notes" means the generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.

"SAP On-Demand Service" shall mean any Service set forth in an applicable Order Form that is not an SAP SuccessFactors Service.

"SAP SuccessFactors Service" shall mean the Service for SuccessFactors Business Execution Software Solutions or other SuccessFactors Service identified in the applicable Order Form.

"Welcome and Transition" means any email notification, Live Session, videos and/or direct phone calls provided by SAP to customers to introduce them to the SAP Cloud Support organization.

The table below describes the services included in the Premium Support and Platinum Support levels.

	Premium Support	Platinum Support
Customer Support Hours of Operation (excluding SAP holidays)*	Monday- Friday 8:00 am - 6:00 pm Local Time Zone*	Monday- Friday 8:00 am - 6:00 pm Local Time Zone*
24 X 7 X 365 Support (English Only)	P1 and P2 Issues	P1 and P2 Issues
Customer Contacts Authorized to Contact SAP Support	Two (2) Primary Contacts; if Customer has subscribed to multiple Product Bundles: two (2) Primary Contacts per Product Bundle	Two (2) Primary Contacts; if Customer has subscribed to multiple Product Bundles: two (2) Primary Contacts per Product Bundle
Access to SAP Cloud Support Services (English only) including:	Included	Included
- Customer Community Site		
- Case Management System		
- Knowledge Base		
- Phone		
-Chat	Included for SAP SuccessFactors Services only	Included for SAP SuccessFactors Services only
Customer Outreach	Included	Included
Welcome and Transition	Live Session	Live Session
Assigned Support Account Manager	Not included	Included
Platinum Support Technical Resolution Team	Not Included	Included
Annual Support Review	Not included	Included
Scheduled Review of Open Requests	Not Included	Weekly
Release Notes	Self Serve	Live Review
Application Administration	Not Applicable	AUs (for SAP SuccessFactors Services only)

*Support is also available in the following languages: German, available during the above Support Hours of Operation for Germany; Spanish, available during the above Support Hours of Operation for Spain; French, available during the above Support Hours of Operation for France; and Chinese, available during the above Support Hours of Operation for China. Customer must contact support for the above applicable countries to receive support in the above languages other than English.

2. CONTACTING SUPPORT

Customer will have one (1) back-up Customer Contact for each primary Customer Contact. At least one of Customer's primary and back-up Customer Contacts shall be an Application Administrator. Application Administrators should have taken SAP's Admin Training Course.

If the primary Customer Contacts are known as of the Effective Date, they can be specified in the applicable Order Form. Otherwise, Customer shall identify its Customer Contacts (primary and back-up) through the applicable Cloud Support Customer Portal ("Customer Portal") set forth below. Updates to the Customer Contacts should be made through the applicable Customer Portal.

Cloud Support Customer Portal	
SAP Successfactors Services Cloud Support	https://support.successfactors.com
SAP On-Demand Services Cloud Support	https://www.sme.sap.com

During the Service configuration and up until "Go-Live", Customer's primary point of contact shall be SAP Cloud Consulting Services, or a SAP implementation partner, as applicable. After "Go-Live" of the Service, Customer's primary point of contact shall be SAP's Cloud Support organization. Notwithstanding the foregoing, Customer shall be free to contact SAP's Cloud Support organization at any time after the Effective Date for support services or to initiate AU services for SAP SuccessFactors Services.

3. RESPONSE LEVELS. SAP will respond to submitted support cases as follows:

Priority	Definition	Response Level
P1	Very High: The production system is not accessible or a critical business process for mission critical application cannot be completed for multiple users and no workaround is available. It may include issues that materially affect data integrity or breach of security.	Initial Response: within one hour of case being submitted Ongoing communication: Once every hour Resolution Target: SAP to provide a response within four hours. Response to include either (i) a resolution; (ii) a workaround; or (iii) an action plan.
P2	High: The production system is operational but experiencing a major functional loss that impedes transactions from being completed. The development/test system is not accessible or operational.	Initial Response: within two hours of case being submitted Ongoing Communication: Once every six hours.
P3	Medium: The production system is experiencing a minor functional loss that does not significantly impede transactions from being completed. Also includes configurations or change requests that have high business impact.	Initial Response: within four business hours of case being submitted Ongoing Communication: Once every three business days for non-defect and two weeks for product defect.
P4	Low: Change or configuration requests and minor problems. Inquiries about product usage and application capabilities.	Initial Response: within one business day of case being submitted Ongoing Communication: Once every week for non-defect and three weeks for product defect.

4. CUSTOMER RESPONSIBILITIES.

- Customer shall cooperate with SAP and provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot.
- Support cases shall be filed and documented through the applicable Customer Portal to allow for proper tracking and compliance with the above-mentioned response level commitments.

EXHIBIT 2

ANNEX FOR COMMISSIONED PROCESSING OF PERSONAL DATA

This Annex for Commissioned Processing of Personal Data stipulates the rights and obligations of Customer and SAP in connection with personal data processed by SAP on behalf of Customer and its Affiliates for the Named Users under the Agreement. This Annex shall be an integral part of the Agreement. Any capitalized terms referenced herein shall have the meaning given to them in the Agreement.

1. Customer Obligations

- 1.1 Customer hereby acknowledges that the use of Service represents a commissioned processing of personal data of Named Users.
- 1.2 Customer acknowledges that only Customer and its respective Affiliates (each a data controller) shall be responsible for the permissibility of the processing of personal data as well as for safeguarding the rights of the data subjects.
- 1.3 Customer shall ensure that its Affiliates, where legally required, shall give their commissions to Customer in writing, by facsimile or via e-mail to authorize SAP and its Affiliates to process personal data as contemplated under the Agreement.
- 1.4 Customer shall ensure that its Named Users make available the personal data for processing to SAP and the results of the processing shall be transferred back by SAP to Customer by using a defined transfer procedure or in accordance with the functionality implemented in the Service.
- 1.5 Customer shall inform SAP without delay, if Named Users detect errors or irregularities in the processing of personal data.
- 1.6 Customer shall ensure that its Affiliates authorize Customer to authorize SAP as its subcontractor for the processing of personal data. SAP shall only adhere to the obligations set out in this Annex when processing personal data of Named Users.

2. SAP Obligations

- 2.1 SAP shall process the personal data and other operating data of Named Users exclusively in accordance with the data controller's instructions as provided to SAP by Customer, which may include (without limitation) the correction, erasure and/or the blocking of such data if and to the extent the functionality of the Service does not allow the Customer or Named User to do so. The personal data shall not be used by SAP for any other purpose except to provide the Service contemplated under the Agreement. SAP shall not preserve such personal data longer than instructed by Customer. The statutory preservation periods remain unaffected.
- 2.2 For processing personal data SAP shall only use personnel which demonstrably committed themselves to observe data secrecy and secrecy of telecommunications pursuant to the applicable data protection laws. SAP may discharge this obligation by utilizing one standard template for all its customers.
- 2.3 SAP shall implement all technical and organizational measures to comply with the requirements pursuant to the applicable data protection laws. SAP undertakes to Customer that it has taken and will, on a continuing basis, take appropriate technical and organizational measures to keep personal data secure and protect it against unauthorized or unlawful processing and accidental loss, destruction or damage. In particular, SAP shall take and regularly check the following protection measures:
 - *Physical access control*: SAP shall install an access control system.
 - *Access control*: SAP shall control and log access to data processing systems.
 - *Access limitation control*: SAP shall define, implement and monitor a concept for user rights, rules for passwords and login procedures to remotely or physically access the Service by its personnel, as required to operate, maintain, support or secure the Service.
 - *Transmission control*: SAP shall ensure personal data transmission in encrypted form or by a secure alternative procedure. Transmissions must be logged and guidelines for personal data transmissions must be laid down in writing.
 - *Input control*: SAP shall implement a detailed logging system for input, modification and deletion or blocking of personal data to the greatest extent supported by the Service.
 - *Job control*: SAP shall define in writing and establish control mechanisms to ensure that data are processed strictly in accordance with the instructions of the data controller as provided to SAP by Customer and as contemplated in the Agreement.
 - *Availability control*: SAP shall run a state of the art backup system and define a restore operation procedure to protect personal data from accidental destruction or loss.
 - *Data separation*: SAP shall ensure by technical means and defined organisational procedures that personal data collected for different purposes (e.g., different customers) can be processed separately. Technical means can be separated computer systems or demonstrably logical separation in a multi-tenant architecture. Access by one SAP customer to the data of any other SAP customer must be prevented.

Since SAP provides the Service to all customers uniformly via a hosted, web-based application, all appropriate and then current technical and organizational measures apply to SAP's entire customer base hosted out of the same data center and subscribed to the same Service. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, SAP is specifically allowed to implement adequate alternative measures as long as the security level of the measures is maintained. In the event of any significant changes SAP shall provide a notification together with any necessary documentation related thereto to Customer by email or publication on the Site or alternative site easily accessible by Customer.

- 2.4 If the security measures implemented by SAP do not meet the legal requirements, SAP shall notify Customer without delay.
- 2.5 SAP shall notify Customer if SAP considers an instruction given by Customer on behalf of the data controller to be in violation of data protection laws. SAP shall not be obliged to perform a comprehensive legal examination.
- 2.6 SAP shall inform Customer immediately in case of serious disruptions of the operating process, suspected data protection violations or other irregularities in connection with the processing of Named Users' data.
- 2.7 At Customer's written request and at Customer's expense SAP shall reasonably support Customer in dealing with requests from individual data subjects and/or a supervisory authority with respect to the processing of personal data controlled by Customer. SAP shall notify Customer about inspections and measures of a supervisory or other competent authority.
- 2.8 Upon expiry or termination of the Agreement for processing of data for a Named User, SAP shall in accordance with the terms of the Agreement (or any other relevant contractual provision) and Customer's instructions, either (i) return to Customer all Customer Data and all copies or reproductions thereof (except for backup media that is used for multiple SAP customers and regularly overwritten); or (ii) erase and/or destroy such personal data and media on production systems and confirm the erasure and/or destruction to Customer in writing.
- 2.9 The compelling provisions of the applicable data protection laws and regulations shall additionally apply and if and to the extent in conflict with the terms of this Annex they shall prevail.

3. Subcontractors

SAP is authorized to engage subcontractors for the processing of personal data (each a "Subprocessor") as long as SAP remains responsible for any acts or omissions of its Subprocessors in the same manner as for its own acts and omissions. SAP shall pass on to Subprocessors. SAP's obligation as data processor vis-à-vis Customer as set out in this document and obligate Subprocessors to obey all relevant data protection rules. SAP will inform Customer upon its request by email or through the Site or otherwise about the name, address and role of each Subprocessor concerned. SAP shall ensure that each Subprocessor adheres to an adequate level of data protection by law or contract with SAP not materially less protective than the obligations applicable to SAP under the Agreement.

4. Monitoring Rights of Customer

4.1 Customer shall have all necessary right to verify that SAP processes the personal data duly in accordance with the Agreement. These monitoring rights shall be carried out in coordination with SAP. In general, during the term of the Agreement, Customer may request an annual written self-certification from SAP based on an independent third party audit (e.g., a so called SSAE16-CUS II report) that scrutinizes and confirms the processing of personal data is in accordance with the agreed to measures herein. If the Customer has reasonable ground to suspect the non-compliance with this Annex, in particular if the audit findings expressly state so or if SAP fails to audit on time, Customer (or an independent third party auditor on its behalf that is subject to strict confidentiality obligations) may audit SAP's control environment and security practices relevant to personal data processed hereunder once in any 12-month period, at its own expense, with reasonable prior written notice (at least 30 days) and under reasonable time, place and manner conditions. After notifying SAP the monitoring can be carried out, in particular, during SAP's usual business hours on SAP's premises where the personal data processing is performed.

4.2 SAP shall reasonably support Customer throughout these verification processes and provide Customer with the required information.

4.3 SAP shall contractually safeguard Customer's powers of disposal and monitoring rights under this agreement vis-à-vis SAP's Subprocessor who may come into contact with the personal data. Where applicable data protection law requires a data controller to enter into a direct contractual relationship with SAP, SAP hereby authorizes and empowers Customer to enter into the necessary agreement with the data controller on SAP's behalf, but only based on a contract template which SAP will provide to Customer upon Customer's request.

4.4 Services rendered by SAP in connection with Customer's monitoring rights shall be at Customer's expense.

5. Special Confidentiality Obligation

SAP undertakes to treat the personal data, which have become known to SAP, confidential and to use such data exclusively for the commissioned data processing in conjunction with the provision of the Service as contemplated under the Agreement. SAP undertakes to impose on its employees, who may obtain knowledge of personal data, the same confidentiality obligations as entered into above by SAP. SAP shall use commercially reasonable efforts to ensure that those employees to whom it grants access to personal data are regularly trained on IT security and data protection.

SAP Cloud Platform Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP Cloud Platform product(s) for which Customer is subscribed ("SAP Cloud Platform"). Any documents referenced in this Supplement are available from SAP upon request.

1. CLOUD SERVICE. SAP Cloud Platform is a collection of Cloud Services. Each Cloud Service is subject to the terms of the SAP Cloud Platform – Service Description Guide (the "**Service Description Guide**"), the terms of which are incorporated in the Supplement by reference and available at the following link: <https://cloudplatform.sap.com/capabilities/service-description.html> or from SAP upon request.

2. DEFINITIONS

2.1. "Beta Functionality" means functionality offered by SAP that is not generally available, not validated and not quality assured in accordance with SAP's standard processes.

2.2. "Cloud Package" means a defined set of Cloud Services that are subject to a single subscription fee and collectively deemed a Cloud Service.

2.3. "Content" means any business logic, code, data models, configurations, user data, or other electronic materials created by Customer using Tools that are compatible with SAP software and SAP cloud services and that can be deployed on a Platform Cloud Service or a device.

2.4. "Excluded Components" means any component that is subject to a license that requires that any other software or services interacting with or hosted alongside such a component be:

- (a) disclosed or distributed in source code form,
- (b) licensed to recipients for the purpose of making derivative works,
- (c) licensed at no charge,
- (d) prohibited for use for commercial purposes, or
- (e) otherwise encumbered in any manner.

2.5. "Platform Applications" means a set of related functionality deployed by Customer on a Platform Cloud Service that has been reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications. Platform Applications may be developed by Customer using Tools, by SAP, or by a third party for usage by multiple customers.

2.6. "Platform Cloud Services" means those Cloud Services on which Platform Applications can be built and deployed, as identified in the Services Description Guide.

2.7. "Tools" means integrated development environments (IDE), software development kits (SDK), applications, editors, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials that are provided by SAP and utilized by Customer to create Content.

2.8. "User" means an individual authorized to access a Cloud Service.

3. USAGE RESTRICTIONS

3.1. Except as expressly permitted in the Agreement, Customer may not make Cloud Services or Platform Applications running on or embedding a Cloud Service available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.

3.2. A Cloud Service shall not access, directly or indirectly, a third party database(s) licensed under a runtime license from SAP or its Affiliates or any of their respective resellers or distributors, except communication (including data transfers) via application level APIs between the Cloud Service and software applications running on such third party database.

4. PLATFORM CLOUD SERVICES

4.1 Platform Applications created by third parties not specifically for Customer must be reviewed or certified by SAP in accordance with SAP's program guidelines for partner applications before they are deployed on Platform Cloud Services.

4.2 Customer may not use, and may not authorize any Authorized Users to use, any Excluded Components in connection with the Platform Cloud Services.

4.3 Any Platform Application deployed on the Platform Cloud Services must include user-authentication functionality (either SAP, third party or customer-developed authentication) that sufficiently captures User access data to determine the number of Users accessing the Platform Application. For purposes of Platform Cloud Services, Users include individuals authorized to access a Platform Application.

4.4 Usage Metrics applicable to Cloud Services included in a Cloud Package that are stated on a "per User" basis are aggregated (multiplied by the total Users in the Cloud Package subscription) for purposes of calculating compliance with Usage Metric limits. Each User can use any amount of such Usage Metric provided the aggregate amount of the Usage Metric used by all Users does not exceed the total amount of Customer's subscription.

5. CONTENT

5.1. Customer will ensure that the Content will not unreasonably impair, degrade or reduce the performance or security of any SAP software, services, or related technology.

5.2. Customer owns Content created by Customer under the Agreement subject to SAP's ownership of the Tools and Cloud Service.

5.3. In exchange for the right to develop Content under the Agreement, Customer covenants, on behalf of itself, successors and assigns, not to assert against SAP, SAP SE, their Affiliates or licensors, any rights in Content, or any claims of any rights, against any SAP product, service, or future SAP development.

5.4. SAP does not provide any maintenance or support for the Platform Applications and Content under this Agreement.

6. TOOLS

6.1. SAP makes the Tools available to Customer solely for the purposes of designing, developing, testing, and demonstrating Content.

6.2. SAP can make Tools available to Customer on the Platform Cloud Services or by means of download at <https://tools.hana.ondemand.com> or <https://service.sap.com>. The use of Tools is subject to Customer's acceptance of separate terms and conditions presented upon download/access to the Tools.

6.3. Service Level Agreements do not apply to Tools downloaded and utilized in Customer's local environment.

7. AVAILABILITY

7.1. The Service Level Agreement for SAP Cloud Services applies to the Cloud Services, provided, however, the System Availability SLA for the Cloud Services is 99.9% per month. Any deviations from the 99.9% System Availability SLA or any aspect of the standard Service Level Agreement for SAP Cloud Services are noted in the applicable Cloud Service terms in the Service Description Guide.

7.2. Customer is responsible for ensuring that Platform Applications deployed on the Platform Cloud Services are fail safe and capable of automatically restoring their running state without any manual operator intervention in the event of Platform Cloud Services or Cloud Service restart.

8. BETA SERVICES

Beta Functionality is described as such in the Documentation. SAP may require Customer to accept additional terms to use Beta Functionality. SAP does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. SAP may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality. No personal data may be processed using Beta Functionality.

CONCUR CLOUD SERVICE SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions for the Service shall apply to the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms as defined in the Agreement.

1. Service Description Guide.

The Service will be provided substantially as described in the Service Description Guide for the Service ordered by Customer under an Order Form.

2. Metrics/Fees.

The provisions of the GTC related to usage metrics and verification shall not apply to the Concur Service. As such, the usage metrics and fees shall be as set forth in the applicable Order Form.

3. Changes to Service and Fees.

The provisions of the GTC related to modification of the Cloud Service shall not apply to the Concur Service. Concur may from time to time effect reasonable modification to the Service and/or the Service Description Guide for the Service, provided that any such modification does not reduce the service level commitments, security or overall level of beneficial service provided to Customer immediately prior to such modification. If the “Travel & Expense” or “Travel” Service is provided under the Agreement, then Concur shall have the right to effect reasonable changes to the recurring fees under the Agreement to the extent of any general fee change assessed across Concur’s customers of the applicable Service due to changes in Concur’s third-party costs associated with its travel management business (e.g., GDS or other similar third party fees), upon notice to Customer at least 30 days before the effective date of the change and provided that such costs are passed through without markup by Concur.

4. Customer Data.

Subject to the terms of the Agreement, Customer hereby grants Concur a nonexclusive, non-transferable, worldwide right to use and disclose the electronic data specifically pertaining to Customer and/or its Authorized Users that is submitted into the Service (collectively, “Customer Data”) as necessary for the limited purpose of providing the Service.

5. Feedback.

Customer may provide Concur with suggestions for product or service improvement or modification in connection with any present or future Concur product or service (“Feedback”). Accordingly, Feedback shall not be considered Confidential Information under the Agreement and neither Concur nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such Feedback.

6. Notices.

All notices hereunder by either party shall be given (i) by personal delivery (including reputable courier service), fees prepaid, (ii) by sending such notice by registered or certified mail return receipt requested, postage prepaid, or (iii) by sending such notice via email to Concur at notices@concur.com and to Customer at their email address for notices set forth in the initial Order Form. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. A party, by written notice to the other as described above, may alter the address for receipt of notices hereunder.

7. Term.

Except as otherwise set forth in an Order Form, the term of the Service will commence on the Order Effective Date set forth in the initial Order Form and will continue thereafter for the initial term specified in the initial Order Form (the "Initial Term").

After the Initial Term or any renewal term, the term for the Service shall continue thereafter, provided that either party may terminate the Agreement after the Initial Term or any renewal term by delivering written notice of termination to the other party at least 90 days (unless otherwise specified in an Order Form) before the desired effective date of such termination. All terms and conditions of the GTC and the Supplement shall remain in effect until termination of the Agreement, except as the parties expressly agree otherwise in writing.

8. Invoicing.

Concur will invoice for the Fees set forth in an Order Form, as set forth herein and in such Order Form.

PERSONAL DATA PROCESSING AGREEMENT FOR SAP CLOUD SERVICES

1. BACKGROUND

1.1 Purpose.

This document is a data processing agreement (“**DPA**”) between SAP and Customer and applies to Personal Data provided by Customer and each Data Controller in connection with their use of the Cloud Service. It states the technical and organizational measures SAP uses to protect Personal Data that is stored in the production system of the Cloud Service.

1.2 Application of the Standard Contractual Clauses Document.

If processing of Personal Data involves an International Transfer, the Standard Contractual Clauses apply as stated in Section 5 and are incorporated by reference.

1.3 Governance.

Except as provided in Section 5.2, Customer is solely responsible for administration of all requests from other Data Controllers. Customer will bind any other Data Controller it permits to use the Cloud Service to the terms of this DPA.

2. APPENDICES

Customer and its Data Controllers determine the purposes of collecting and processing Personal Data in the Cloud Service. Appendix 1 states the details of the processing SAP will provide via the Cloud Service. Appendix 2 states the technical and organizational measures SAP applies to the Cloud Service, unless the Agreement states otherwise.

3. SAP OBLIGATIONS

3.1 Instructions from Customer.

SAP will follow instructions received from Customer (on its own behalf or on behalf of its Data Controllers) with respect to Personal Data, unless they are (i) legally prohibited or (ii) require material changes to the Cloud Service. SAP may correct or remove any Personal Data in accordance with the Customer’s instruction. If SAP cannot comply with an instruction, it will promptly notify Customer (email permitted).

3.2 Data Secrecy.

To process Personal Data, SAP and its Subprocessors will only use personnel who are bound to observe data and telecommunications secrecy under the Data Protection Law. SAP and its Subprocessors will regularly train individuals having access to Personal Data in data security and data privacy measures.

3.3 Technical and Organizational Measures.

- (a) SAP will use the appropriate technical and organizational measures stated in [Appendix 2](#).
- (b) Appendix 2 applies to the production system of the Cloud Service. Customer should not store any Personal Data in non-production environments.
- (c) SAP provides the Cloud Service to SAP’s entire customer base hosted out of the same data center and receiving the same Cloud Service. Customer agrees SAP may improve the measures taken in Appendix 2 in protecting Personal Data so long as it does not diminish the level of data protection.

3.4 Security Breach Notification.

SAP will promptly inform Customer if it becomes aware of any Security Breach.

3.5 Cooperation.

At Customer’s request, SAP will reasonably support Customer or any Data Controller in dealing with requests from Data Subjects or regulatory authorities regarding SAP’s processing of Personal Data.

4. SUBPROCESSORS

4.1 Permitted Use.

(a) Customer and Data Controllers authorize SAP to subcontract the processing of Personal Data to Subprocessors. SAP is responsible for any breaches of the Agreement caused by its Subprocessors.

(b) Subprocessors will have the same obligations as SAP does as a Data Processor (or Subprocessor) with regard to their processing of Personal Data.

(c) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection. Subprocessors may have security certifications that evidence their use of appropriate security measures. If not, SAP will regularly evaluate each Subprocessor's security practices as they relate to data handling.

(d) If Customer requests, SAP will inform Customer of the name, address and role of each Subprocessor it uses to provide the Cloud Service.

4.2 New Subprocessors.

SAP's use of Subprocessors is at its discretion, provided that:

(a) SAP will notify Customer in advance (by email or by posting on the Support Portal) of any changes to the list of Subprocessors in place on the Effective Date (except for Emergency Replacements or deletions of Subprocessors without replacement).

(b) If Customer has a legitimate reason that relates to the Subprocessors' processing of Personal Data, Customer may object to SAP's use of a Subprocessor, by notifying SAP in writing within thirty days after receipt of SAP's notice. If Customer objects to the use of the Subprocessor, the parties will come together in good faith to discuss a resolution. SAP may choose to: (i) not use the Subprocessor or (ii) take the corrective steps requested by Customer in its objection and use the Subprocessor. If none of these options are reasonably possible and Customer continues to object for a legitimate reason, either party may terminate the Agreement on thirty days' written notice. If Customer does not object within thirty days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor.

(c) If Customer's objection remains unresolved sixty days after it was raised, and SAP has not received any notice of termination, Customer is deemed to accept the Subprocessor.

4.3 Emergency Replacement.

SAP may change a Subprocessor where the reason for the change is outside of SAP's reasonable control. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible. Customer retains its right to object to a replacement Subprocessor under Section 4.2(b).

5. INTERNATIONAL TRANSFERS

5.1 Limitations on International Transfer.

Personal Data from an EEA or Swiss Data Controller(s) may only be exported or accessed by SAP or its Subprocessors outside the EEA or Switzerland ("**International Transfer**"):

(a) If the recipient, or the country or territory in which it processes or accesses Personal Data, ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission; or

(b) in accordance with Section 5.2.

5.2 Standard Contractual Clauses and Multi-tier Framework.

(a) The Standard Contractual Clauses apply where there is an International Transfer to a country that does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Personal Data as determined by the European Commission.

(b) For Third Country Subprocessors, SAP has entered into the unchanged version of the Standard Contractual Clauses prior to the Subprocessor's processing of Personal Data. Customer hereby (itself as well as on behalf of each Data Controller) accedes to the Standard Contractual Clauses between SAP and the Third Country Subprocessor. SAP will enforce the Standard

Contractual Clauses against the Subprocessor on behalf of the Data Controller if a direct enforcement right is not available under Data Protection Law.

(c) Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

6. CERTIFICATIONS AND AUDITS

6.1 Customer Audits.

Customer or its independent third party auditor may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

(a) SAP has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 attestation report. Upon Customer's request -SOC Audit reports or ISO certifications are available through the third party auditor or SAP;

(b) A Security Breach has occurred;

(c) Customer or another Data Controller has reasonable grounds to suspect that SAP is not in compliance with its obligations under this DPA;

(d) An audit is formally requested by Customer's or another Data Controller's data protection authority; or

(e) Mandatory Data Protection Law provides Customer with a direct audit right.

Where Customer audits SAP's environment, SAP will reasonably support Customer in its audit processes.

6.2 Audit Restrictions.

The Customer audit will be limited to once in any twelve month period, and limited in time to a maximum of 3 business days and scope as reasonably agreed in advance between the parties. Reasonable advance notice of at least sixty days is required, unless Data Protection Law requires earlier audit. SAP and Customer will use current certifications or other audit reports to minimize repetitive audits. Customer and SAP will each bear their own expenses of audit, unless the Customer is auditing under Section 6.1 (c) (unless such audit reveals a breach by SAP in which case SAP shall bear its own expenses of audit), 6.1 (d) or 6.1 (e). In those cases, Customer will bear its own expense and the cost of SAP's internal resources required to conduct the audit. If an audit determines that SAP has breached its obligations under the Agreement, SAP will promptly remedy the breach at its own cost.

7. EU ACCESS

7.1 Optional Service.

If included in the Order Form, SAP agrees to provide EU Access for the eligible Cloud Service as stated in this Section 7.

7.2 EU Access.

SAP will use only European Subprocessors to provide support requiring access to Personal Data in the Cloud Service.

7.3 Data Center Location.

Upon the Order Form Effective Date, the Data Centers used to host Personal Data in the Cloud Service are located in the EEA or Switzerland. SAP will not migrate the Customer instance to a Data Center outside the EEA or Switzerland without Customer's prior written consent (email permitted). If SAP plans to migrate the Customer instance to a data center within the EEA or to Switzerland, SAP will notify Customer in writing (email permitted) no later than thirty days before the planned migration.

7.4 Exclusions.

The following Personal Data is not subject to the requirements in 7.2-7.3:

(a) Contact details of the sender of a support ticket;

(b) Any other Personal Data submitted by Customer when filing a support ticket. Customer may choose not to transmit Personal Data when filing a support ticket. If this data is necessary

for the incident management process, Customer may choose to anonymize that Personal Data before any transmission of the incident message to SAP;
(c) Personal Data in non-production systems.

8. DEFINITIONS

Capitalized terms not defined herein will have the meanings given to them in the Agreement. **"Data Center"** means the location where the production instance of the Cloud Service is hosted for the Customer in its region, as published at: <http://www.sap.com/corporate-en/about/our-company/policies/data-privacy-and-security/location-of-data-center.html> or notified to Customer or otherwise agreed in an Order Form.

8.2 "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

8.3 "Data Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

8.4 "Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

8.5 "Data Subject" means an identified or identifiable natural person.

8.6 "EEA" means the European Economic Area, namely the European Union Member States along with Iceland, Lichtenstein and Norway.

8.7 "European Subprocessor" means a Subprocessor that is physically processing Personal Data in the EEA or Switzerland.

8.8 "Personal Data" means any information relating to a Data Subject For the purposes of this DPA, it includes only personal data entered by Customer or its Authorized Users into or derived from their use of the Cloud Service. It also includes personal data supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data.

8.9 "Security Breach" means a confirmed (1) accidental or unlawful destruction, loss, alteration, or disclosure of Customer Personal Data or Confidential Data, or (2) similar incident involving Personal Data for which a Data Processor is required under applicable law to provide notice to the Data Controller.

8.10 "Standard Contractual Clauses" or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof released by the Commission (which will automatically apply). The current Standard Contractual Clauses are located at http://ec.europa.eu/justice/data-protection/international-transfers/files/clauses_for_personal_data_transfer_processors_c2010-593.doc. They include Appendices 1 and 2 attached to this DPA.

8.11 "Subprocessor" means SAP Affiliates and third parties engaged by SAP or SAP's Affiliates to process personal data.

8.12 "Third Country Subprocessor" means any Subprocessor incorporated outside the EEA and outside any country for which the European Commission has published an adequacy decision as published at http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm.

Appendix 1 to Data processing agreement and Standard Contractual Clauses

Data Exporter

The Data Exporter subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data.

Data Importer

SAP and its Subprocessors provide the Cloud Service that includes the following support:

SAP Affiliates support the Cloud Service data centers remotely from SAP facilities in St. Leon/Rot (Germany), India and other locations where SAP employs personnel in the Operations/Cloud Delivery function. Support includes:

- Monitoring the Cloud Service
- Backup & restoration of Customer Data stored in the Cloud Service
- Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

SAP Affiliates provide support when a Customer submits a support ticket because the Cloud Service is not available or not working as expected for some or all Authorized Users. SAP answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

Data Subjects

Unless provided otherwise by the Data Exporter, transferred Personal Data relates to the following categories of data subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

Data Categories

The transferred Personal Data transferred concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

Special Data Categories (if appropriate)

The transferred Personal Data concerns the following special categories of data: As set out in the Order Form, if any.

Processing Operations

The transferred Personal Data is subject to the following basic processing activities:

- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including Operational and Technical Support)
- provision of Consulting Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service
- back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with this Agreement

Appendix 2 – Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define the SAP's current security measures. SAP may change these at any time without notice so long as it maintains a comparable or better level of security. This may mean that individual measures are replaced by new measures that serve the same purpose without diminishing the security level.

1.1 Physical Access Control.

Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:

- SAP protects its assets and facilities using the appropriate means based on a security classification conducted by an internal security department.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to SAP buildings must register their names at reception and must be accompanied by authorized SAP personnel.
- SAP employees and external personnel must wear their ID cards at all SAP locations.

Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To ensure proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- SAP and all third party Data Center providers log the names and times of persons entering SAP's private areas within the Data Centers.

1.2 System Access Control.

Data processing systems used to provide the SAP Services must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Processes are in place to ensure that authorized users have the appropriate authorization to add, delete, or modify users.
- All users access SAP's systems with a unique identifier (user ID).
- SAP has procedures in place to ensure that requested authorization changes are implemented only in accordance with the guidelines (for example, no rights are granted without authorization). If a user leaves the company, his or her access rights are revoked.
- SAP has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- SAP uses up-to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to ensure regular and periodic deployment of relevant security updates.
- Full remote access to SAP's corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control .

Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- As part of the SAP Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the SAP Information Classification standard.
- Access to personal, confidential or sensitive information is granted on a need-to-know basis. In other words, employees or external third parties have access to the information that they require in order to complete their work. SAP uses authorization concepts that document how authorizations are assigned and which authorizations are assigned to whom. All personal, confidential, or otherwise sensitive data is protected in accordance with the SAP security policies and standards. Confidential information must be processed confidentially.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing personal, confidential or other sensitive information are regularly checked. To this end, SAP conducts internal and external security checks and penetration tests on its IT systems.
- SAP does not allow the installation of personal software or other software that has not been approved by SAP.
- An SAP security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control.

Except as necessary for the provision of the Services in accordance with the relevant service agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at SAP to ensure the agreed-upon service levels (for example, encryption and lead-lined containers).

- Personal Data transfer over SAP internal networks are protected in the same manner as any other confidential data according to SAP Security Policy.
- When data is transferred between SAP and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant Agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of SAP-controlled systems (e.g. data being transmitted outside the firewall of the SAP Data Center).

1.5 Data Input Control.

It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from SAP data processing systems.

Measures:

- SAP only allows authorized persons to access Personal Data as required in the course of their work.
- SAP has implemented a logging system for input, modification and deletion, or blocking of Personal Data by SAP or its subprocessors within SAP's Products and Services to the fullest extent possible.

1.6 Job Control.

Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the relevant agreement and related instructions of the customer.

Measures:

- SAP uses controls and processes to ensure compliance with contracts between SAP and its customers, subprocessors or other service providers.
- As part of the SAP Security Policy, Personal Data requires at least the same protection level as “confidential” information according to the SAP Information Classification standard.
- All SAP employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of SAP customers and partners.
- For on premise support services, SAP provides a specially designated, secure support ticket facility in which SAP provides a special access-controlled and monitored security area for transferring access data and passwords. SAP customers have control over their remote support connections at all times. SAP employees cannot access a customer system without the knowledge or full active participation of the customer.

1.7 Availability Control.

Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- SAP employs backup processes and other measures that ensure rapid restoration of business critical systems as and when necessary.
- SAP uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to ensure power availability to the Data Centers.
- SAP has defined contingency plans as well as business and disaster recovery strategies for the provided Services.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control.

Personal Data collected for different purposes can be processed separately.

Measures:

- SAP uses the technical capabilities of the deployed software (for example: multi-tenancy, or separate system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customers (including their Affiliates) have access only to their own data.
- If Personal Data is required to handle a support incident from a specific customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

1.9 Data Integrity Control .

Personal Data will remain intact, complete and current during processing activities.

Measures:

SAP has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, SAP uses the following to implement the control and measure sections described above.

In particular:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;
- Regular external audits to prove security measures.



Service Description Guide
Travel & Expense
Professional & Premium Editions

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Contents

1.	Service Overview	3
2.	Travel & Expense	3
3.	Expense	3
4.	Travel	5
5.	Concur Request - Standalone	6
6.	Invoice Processing	7
7.	Extended Services	11
7.2	Concur Business Intelligence	11
7.3	Audit Services	15
7.4	Expense Pay	21
7.5	Budget Insight	39
7.6	Risk Messaging - Add-on	40
7.7	User Support Desk	45
7.8	Service Administration	45
7.9	Expenselt® Services	47
7.10	TripLink®	47
7.11	Concur Request – Add-on	49
7.12	Central Reconciliation	49
7.13	Invoice Management	49
7.14	Company Bill Statements	53
7.15	Connectors and Web Services	53
7.16	Japan Public Transport Module	56
7.17	Drive	56
7.18	Concur Hipmunk	57
7.19	Concur Locate - Add-on	57
7.20	Extract Services	63
7.21	Concur Detect	64
7.22	Budget	64
7.23	Other Services	64
8.	Support Policy for the Services	64
9.	Service Level Agreement	65
10.	Security Standards	66
11.	Other Services	69
12.	Reimbursement of Expenses	70
13.	Transactions	70

1. Service Overview

This Service Description Guide describes certain Concur® on-demand business services (each, a “Service”) provided by Concur Technologies Inc. and its affiliated companies (collectively, “Concur”) to its customers (each, a “Customer”) utilizing Concur software that is hosted and managed by Concur and accessed by the Customer over the Internet, as such Service may be reasonably modified by Concur from time to time. All undefined capitalized terms herein shall have the meanings ascribed in the Agreement for the Service. The Service may include the following Service Types with the option to order additional recurring services if and when ordered under such Agreement:

- Travel & Expense
- Expense
- Travel
- Concur Request – Standalone
- Invoice Processing
- Extended Service Modules

The Service and Extended Services are described more fully below.

2. Travel & Expense

2.1 Overview

The Travel & Expense solution fully integrates our expense and travel solutions into a unified end-to-end corporate travel booking and expense reporting service for our Customers. The Travel & Expense components are described below.

2.2 Smart Expense

Travel & Expense includes our Smart Expense™ capability, which utilizes electronic receipts from three trusted sources – itinerary data captured at the time of booking, corporate card charges incurred during travel, and electronic receipts captured directly by the supplier – to create a “Smart Expense” that is used to pre-populate the details of the expense report as travel occurs. This drives what we call “One Touch Business Travel,” in which the click that books the travel reservation begins the expense reporting process.

Travel & Expense utilizes our global connect platform, which connects over 100,000 suppliers of travel content and services to this service. A number of these suppliers also provide us with electronic receipts that can be used to generate Smart Expenses, including global hotel, rail, and car rental providers.

3. Expense

3.1 Overview

The Expense service type consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of expense reports under defined business policies and rules;
- Flexibility to support complex global business requirements, including multiple languages and currencies, multiple user groups or business units, multiple corporate credit cards, electronic receipt imaging (i.e., Imaging), and transaction data analysis and reporting (i.e., Concur Analysis);
- Provision of secure data interface so that a Customer may import to or export from its back-office financial and human resource systems;
- Support of electronic payment of corporate card expenses, including support of Customer-performed reimbursement through accounts payable (checks) and a payroll extract file;
- Remote access to the Concur software for expense reporting over the Internet through use of personal computers and web-browsers that meet the minimum requirements of the Expense service;

- Remote access to Concur Analysis, the web-based ad-hoc query and formatted report authoring that includes single sign on from within the Concur Welcome page;
- The ability for users to create expense reports from a Triplt account.
- The ability for users to link their account to third party sites or services, authorize access to such user account to third parties, and designate third parties to access and edit user's information contained in the Expense service.
- Participation in In Product Messaging (IPM) which enables the delivery of messages managed by Concur directly to the end user within Concur mobile and web applications. IPM messages encourage user adoption of the Service, features and related Concur services available to end users and enhance the overall user experience to support the Service. IPM may be based on Customer Data and may be targeted to increase effectiveness. IPM is a fixed component of the product design of Concur web and mobile applications. If directed by Customer, emails that complement IPM messaging may be provided by Concur to users for Customer.
- Concur's implementation services described in the applicable Implementation Description Guide for the initial implementation of Concur's Expense service for a Customer;
- Concur's Support Policy for the Services described in this Service Description Guide in support of Travel & Expense provided to a Customer; and
- Concur's service level commitments described in this Service Description Guide for Travel & Expense.

3.2 Concur Analysis: Expense includes Concur Analysis, which consists of basic reporting functionality as follows:

- Web-based ad-hoc query and formatted report authoring functionality that includes single sign on from within the Concur Welcome page, authentication of credentials for granting users appropriate access and data rights, and integrated security leveraging the reporting hierarchy capability in the Service;
- Remote access to Concur Analysis over the Internet through use of personal computers and web-browsers that meet the minimum requirements of Concur Analysis;
- The Concur Data Warehouse, an integrated and comprehensive source of reporting data and the data management routines to populate it on an ongoing basis;
- Concur's Support Policy for the Services described in this Service Description Guide in support of Concur Analysis provided to a Customer.

User roles control access to Concur Analysis, enabling the Customer to assign named users to the various functions of Concur Analysis. Additional user roles can be purchased for an additional fee. The roles and the named user quantities that are provided as part of the standard Concur Analysis service include:

- Business Author: 5 named users that have access to Query Studio for report creation and access to run and edit pre-built reports.
- Consumer: Concur Analysis allows up to 10 named users to be assigned Consumer access by an Authorized Administrator to run pre-built queries and reports provided by Concur or saved reports provided by Business Authors of the Customer. Consumers can also set selected user interface preferences and manage folders.
- Manager: All managers designated in the system by the Customer are provided access to pre-built queries and reports provided by Concur or saved reports provided by Business Authors of the Customer. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

3.3 Concur Mobile

The Expense service type includes the capabilities of Concur mobile presently at no additional charge. Concur reserves the right to charge additional fees for such capabilities in the future.

3.4 Anonymous Data

Customer acknowledges and agrees that as part of the Expense Service, Concur may de-identify any Customer Data received from Customer or Concur approved suppliers and/or calculate, infer, or isolate certain values from the data and aggregate such values with Customer Data received from other sources, as well as other data that Concur controls or owns, for purposes of producing anonymous, aggregated data, provided that such values, de-identified data or aggregate data ("Anonymized Data") does not identify Customer as the source of the information or any specific individual. For the avoidance of doubt, Anonymized Data shall not be considered "Customer Data" as defined in the Agreement.

3.5 Training

Training services for the Expense service for a Customer's Authorized Administrator(s) include the following:

- A deployment toolkit with a collection of templates and curriculum to support the initial deployment of the Service.
- A QuickStart guide that provides step-by-step instructions for the most important tasks, including how to create an expense report.
- Access to online demonstrations that allow end-users to review key capabilities of the Service, including how to create an expense report.
- Access to online instructor-led courses for Concur Analysis and Intelligence.

Additional training can be provided for an additional charge.

4. Travel

4.1 Overview

The Travel service type consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of travel reservations (such as airline, hotel, rail and car rental) under defined business policies and rules;
- Flexibility to support complex global business requirements, including multiple languages and currencies, multiple user groups or business units, multiple corporate cards, and transaction data analysis and reporting;
- The ability to search and display various reservation inventories from multiple Global Distribution Systems ("GDSs"), direct connects, and other sources;
- The ability to load discount codes corresponding to negotiated rates available to the Customer and defined within the GDS (such as for airline, hotel, and car rental);
- The ability for users to manage their personal travel profile information including preferences and travel reward programs;
- Remote access to the Concur software for travel booking over the Internet through use of personal computers and web-browsers that meet the minimum requirements of Concur's Travel service;
- The ability for users to automatically synch Concur travel plans with a personal Triplt account. The itineraries synchronize with any changes or updates without the need to send e-mails directly to Triplt;
- Participation in In Product Messaging (IPM) which enables the delivery of messages managed by Concur directly to the end user within Concur mobile and web applications. IPM messages encourage user adoption of the Service, features and related Concur services available to end users and enhance the overall user experience to support the Service. IPM may be based on Customer

Data and may be targeted to increase effectiveness. IPM is a fixed component of the product design of Concur web and mobile applications. In connection with IPM, and if directed by Customer, emails that support IPM messaging may be provided to users by or on behalf of Concur.

- Concur's implementation services described in the applicable Implementation Description Guide for the initial implementation of Concur's Travel service for a Customer;
- Concur's Support Policy for the Services described in this Service Description Guide in support of Concur's Travel & Expense service provided to a Customer; and
- Concur's service level commitment described in this Service Description Guide for Concur's Travel & Expense service.

4.2 Concur Mobile

The Travel service includes the capabilities of Concur mobile presently at no additional charge. Concur reserves the right to charge additional fees for such capabilities in the future.

4.3 Anonymous Data

Customer acknowledges and agrees that as part of the Travel Service, Concur may de-identify any Customer Data received from Customer or Concur approved suppliers and/or calculate, infer, or isolate certain values from the data and aggregate such values with Customer Data received from other sources, as well as other data that Concur controls or owns, for purposes of producing anonymous, aggregated data, provided that such values, de-identified data or aggregate data ("Anonymized Data") does not identify Customer as the source of the information or any specific individual. For the avoidance of doubt, Anonymized Data shall not be considered "Customer Data" as defined in the Agreement.

4.4 Training

Training services for the Travel service type for a Customer's Authorized Administrator(s) include the following:

- A deployment toolkit with a collection of templates and curriculum to support the initial deployment of the Service.
- A QuickStart guide that provides step-by-step instructions for the most important tasks, including how to create travel reservations.
- Access to online demonstrations that allow end-users to review key capabilities of the Service, including how to create travel reservations.

Additional training can be provided for an additional charge.

5. Concur Request - Standalone

5.1 Overview

The Concur Request - Standalone service type consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of requests under defined business policies and rules;
- Flexibility to support complex global business requirements, including multiple languages and currencies, and multiple user groups or business units;
- Ability to integrate with the Expense and the Travel & Expense service types to automate the creation of Concur Requests and expense reports.
- Remote access to the Concur software for Concur Requests over the Internet through use of personal computers and web-browsers that meet the minimum requirements of the Concur Request service;
- Remote access to Concur Analysis for transaction data analysis and reporting (as described in Section 3.2 above);

- Concur's implementation services described in the applicable Implementation Description Guide for the initial implementation of Concur Request service for a Customer;
- Concur's Support Policy for the Services described in this Service Description Guide in support of the Travel & Expense Service provided to a Customer; and
- Concur's service level commitments described in this Service Description Guide for the Travel & Expense Service.

5.2 Concur Mobile

The Expense service type includes the capabilities of Concur mobile presently at no additional charge. Concur reserves the right to charge additional fees for such capabilities in the future.

5.3 Anonymous Data

Customer acknowledges and agrees that as part of the Concur Request Service, Concur may de-identify any Customer Data received from Customer or Concur approved suppliers and/or calculate, infer, or isolate certain values from the data and aggregate such values with Customer Data received from other sources, as well as other data that Concur controls or owns, for purposes of producing anonymous, aggregated data, provided that such values, de-identified data or aggregate data ("Anonymized Data") does not identify Customer as the source of the information or any specific individual. For the avoidance of doubt, Anonymized Data shall not be considered "Customer Data" as defined in the Agreement.

5.4 Training

Training services for the Concur Request – Standalone service type for a Customer's Authorized Administrator(s) include the following:

- A deployment toolkit with a collection of templates and curriculum to support the initial deployment of the Service.
- A QuickStart guide that provides step-by-step instructions for the most important tasks, including how to create a Concur Request review and approve it, and associate it with an expense report (as applicable).
- Access to online demonstrations that allow end-users to review key capabilities of the Service, including how to create a Concur Request review and approve it, and associate it with an expense report (as applicable).

Additional training can be provided for an additional charge.

6. Invoice Processing

6.1 Overview

The Invoice Processing service type consists of the following:

- Functionality that automates vendor payment request preparation, capture, PO matching (only available with Invoice Professional and only when implemented), routing, approval and payment processing;
- Remote access to the Concur software for Invoice Processing over the Internet through use of personal computers and web-browsers that meet the minimum requirements of the Invoice Processing Service;
- Remote access to Concur Analysis for transaction data analysis and reporting (see description of Concur Analysis above);
- Concur's implementation services described in the applicable Implementation Description Guide for the initial implementation of Concur's Invoice Processing service for a Customer
- Concur's Support Policy for the Services described in this Service Description Guide in support of Invoice Processing; and

- Concur's service level commitment described in this Service Description Guide for Invoice Processing Services.

6.2 Invoice Payments

Invoice Processing includes Invoice Payments, which consists of the Concur process of drawing funds by direct debit from a Customer's bank account to a Concur account to schedule payment to a Customer's supplier, for invoices processed by the Invoice Processing extended service. Invoice Payments is available for payment processing in the United States (USD only) and Australia (AUD only).

- **Concur's Performance:** If Invoice Payments is implemented for the Customer, then Concur agrees to be responsible for the following, after Customer completes all pre-requisites described below and the implementation is completed:
 - o Receiving each Invoice Payment Request from Invoice Processing.
 - o For USD, initiating, on Customer's behalf, ACH Credits to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request after Concur's Bank confirms to Concur: (1) receipt of sufficient funds via the ACH Debit described above to effect full payment under such Invoice Payment Request, and (2) the debited funds are deposited and cleared into the Concur Bank Account. Concur will have no obligation to initiate ACH Credits, or otherwise transfer funds for the benefit of Suppliers, until Concur receives confirmation from Concur's Bank that the funds transferred from the Customer Bank Account to the Concur Bank Account have cleared and are sufficient to effect full payment to all Suppliers under an Invoice Payment Request.
 - o For AUD, initiating on Customer's behalf, a credit transfer to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request after Concur's Bank confirms to Concur: (1) receipt of sufficient funds via a direct debit transaction from Customer's designated funding account to effect full payment under such Invoice Payment Request, and (2) the debited funds are deposited and cleared into the Concur Bank Account. Concur will have no obligation to initiate credits transfers, or otherwise transfer funds for the benefit of Suppliers, until Concur receives confirmation from Concur's Bank that the funds transferred from the Customer Bank Accounts to the Concur Bank Account have cleared and are sufficient to effect full payment to all Suppliers under an Invoice Payment Request.
 - o Confirming to Customer all Invoice Payments that Concur is able to process and notifying the Customer of all Invoice Payments that Concur is unable to initiate payment. .
 - o Reversing or stopping payment, in its discretion or at Customer's written request, any Invoice Payment in the event of an error, such as the following: (1) duplication of a previously-initiated Invoice Payment, (2) an Invoice Payment initiated to an unintended recipient, or (3) an Invoice Payment initiated in an amount different from the amount that the recipient was entitled to receive under Invoice Pay. The NACHA rules limit the amount of time for reversals. While Concur will reasonably cooperate with Customer's requests for reversals and stop payments, it does not control the reversal and stop payment process and cannot guarantee results.
 - o Concur will be liable for any Invoice Payment made due solely to a Concur error that is not in accordance with an Invoice Payment Request or otherwise approved by Customer. Such Concur liability is contingent upon Customer making an appropriate assignment of claims to Concur and fully cooperating with Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Invoice Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
 - o Notwithstanding anything to the contrary, neither Concur nor Concur's Bank will be responsible for any damages arising from any decision to withhold or delay originating Invoice Payments or effecting scheduled Invoice Payments (1) after reasonable efforts to verify such entries by the required security procedure have failed, (2) due to Customer's creditworthiness, or (3) due to Customer's failure to timely deliver funds to Concur for fully funding an Invoice Payment Request.
- **Customer's Performance:** If Invoice Payments is implemented for the Customer, then Customer

agrees to the following:

- o For USD, Customer hereby authorizes Concur and Concur's Bank to initiate, on Customer's behalf, ACH Debits and ACH Credits for each applicable Invoice Payment Request, including (1) initiating ACH Debits to the Customer Bank Account to fully fund applicable Invoice Payment Requests in accordance with the Payment Schedule, and (2) initiating ACH Credits to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request.
- o Customer will be responsible for the following:
 - Providing a Customer Bank Account at Customer's Bank for Invoice Payments.
 - Specifying Payment Terms that will determine the Invoice Payment Schedule for Invoice Payments to its Suppliers.
 - Providing written information in a form approved by Concur in order for Concur and Concur's Bank, as applicable, to perform Invoice Payments.
 - Obtaining (and providing to Concur) written authorization from Customer's Bank to allow the transfer of funds via ACH Direct Debit (USD) from the Customer Bank Account to the Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority).
 - Obtaining all necessary and appropriate authorizations from each Supplier (a "Supplier Authorization") prior to the first Invoice Payment to the Supplier Bank Account of such Supplier, which Supplier Authorization authorizes the initiation of credits to such Supplier Bank Account and reversals of credits made to such account to recover funds credited to such account in error.
- o The actions and omissions of Customer representatives in inputting Supplier bank account, as well as any additional data to be provided with a payment, into Invoice Payments and ensuring the continued accuracy of such information.
- o Providing sufficient funds in the Customer Bank Account to timely and fully cover all Invoice Payment Requests in accordance with the Invoice Payment Schedule. In the event of an Overdraft:
 - Concur will promptly notify Customer and will have the right to deny additional Invoice Payments until Customer fully reimburses Concur for any Invoice Payments settled prior to such action by Concur (if any) and fully corrects the Overdraft.
 - Customer unconditionally promises to pay to Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at rate of 1.5% per month or the highest interest rate permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a Concur Bank Account).
 - Notifying Customer's Bank for any stop payment request on an Invoice Payment.
 - Late payment fees owed to Suppliers.
 - Cooperating with Concur, law enforcement, and banking authorities to assist in the recovery of funds erroneously included in any Invoice Payment issued to any Supplier or credited to any Supplier Bank Account in error.
- o Under NACHA rules for the USD, Customer is the originator of all ACH Debits and ACH Credits under Invoice Payments. As such, Customer represents, warrants, and covenants that all Suppliers have authorized entries to their bank accounts and Customer will pay for all ACH Credits. In addition, if any debit to a Supplier Bank Account reversing or correcting a previously submitted ACH Credit is returned for any reason, Customer unconditionally promises to pay the amount of such debit upon demand and

interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into a Concur Bank Account).

- **Additional Terms:** Both parties agree to: (1) comply with all applicable NACHA rules and all applicable laws in connection with Invoice Payments, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities, associated with Invoice Payments, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, Concur will promptly notify Customer of any such action and the reasons for it. Invoice Payments will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for Invoice Payments.
- **Definitions:** For purposes of Invoice Payments, the following terms will have the meanings specified below:
 - “**ACH**” means Automated Clearing House, which is a funds transfer system governed by the rules of the National Automated Clearing House Association ("NACHA") that provides for the interbank clearing of electronic entries for participating financial institutions.
 - “**ACH Credit**” means an ACH transfer of funds into a bank account.
 - “**ACH Debit**” means an ACH transfer of funds from a bank account.
 - “**Concur’s Bank**” means the financial institution identified by Concur to initiate Reverse Wires, ACH debits and credits under Invoice ACH Payments, which Concur may change from time to time at its discretion.
 - “**Concur Bank Account**” means a Concur account at Concur’s Bank through which Payments may be processed by Concur under Invoice ACH Payments.
 - “**Customer’s Bank**” means the financial institution located in the United States identified to Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.
 - “**Customer Bank Account**” means a Customer account at Customer’s Bank identified to Concur by Customer as the account located in the United States to be debited (or credited in the event of a return or reversal) by Concur under Invoice ACH Payments.
 - “**Invoice Payment Request**” means, for each transfer of funds from the Customer Bank Account, the amount of Invoice Payments identified by Customer to be paid to applicable Suppliers in accordance with the Invoice Payment Schedule.
 - “**Invoice Payment Schedule**” means the daily schedule for making Invoice ACH Payments on a Supplier group basis.
 - “**Invoice Payments**” means the ACH process of transferring funds from the Customer Bank Account to the Concur Bank Account, and from the Concur Bank Account to a Supplier Bank Account under Invoice ACH Payments.
 - “**Overdraft**” means either: (1) Customer’s failure to provide sufficient funds to fully cover any Invoice Payment Request debited to a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of an ACH Debit drawn against a Customer Bank Account to fund an Invoice Payment Request.
 - “**Supplier’s Bank**” means the financial institution located in the United States identified to Concur by Customer as the financial institution at which a Supplier maintains its Supplier Bank Account.
 - “**Supplier Bank Account**” means a Supplier account at Supplier’s Bank identified to Concur by Customer as the account located in the United States to be credited (or debited in the event of a return or reversal) by Concur under Invoice ACH Payments.

“Supplier” means a supplier of Customer identified to Concur by Customer as eligible to receive Invoice Payments in the amounts identified by Invoice Processing to be paid to such supplier under Invoice ACH Payments.

6.3 Training:

Training services for a Customer's Authorized Administrator(s) for the Invoice Processing service type include the following:

- A deployment toolkit with a collection of templates and curriculum to support the deployment.
- A QuickStart guide providing step-by-step instruction for the most important tasks.
- Access to online demonstrations that allow end users to review key capabilities of Invoice Processing Services including creating and submitting a payment request.

Additional training can be provided for an additional charge.

7. Extended Services

7.1 Overview

The extended service modules are a collection of value-added services that can be ordered for an additional fee. These services consist of the following if and when ordered under an Agreement. Each Extended Service module is described below:

- Concur Business Intelligence
- Audit Services
- Expense Pay
- Budget Insight
- Risk Messaging – Add-on
- User Support Desk
- Service Administration
- Expenselt® Services
- TripLink®
- Concur Request – Add-On
- Central Reconciliation
- Invoice Management
- Company Bill Statements
- Connectors and Web Services
- Japan Public Transport Module
- Drive
- Concur Hipmunk
- Concur Locate – Add-on
- Extract Services
- Concur Detect
- Budget
- Additional Service Options

These services are described more fully below.

7.2 Concur Business Intelligence

The Concur Business Intelligence module is a collection of extended services that can be ordered under the Travel & Expense, Expense, Concur Request – Standalone (available only in EMEA or APA), or Invoice Processing

service types for an additional fee. The Concur Business Intelligence module includes the following extended service options which can be individually ordered:

7.2.1 Intelligence – the Intelligence service allows for extended reporting functionality beyond the scope of the standard reporting functionality (i.e. Concur Analysis). Intelligence consists of the following:

- Web-based ad-hoc query and formatted report authoring functionality that includes single sign on from within the Concur Welcome page, authentication of credentials for granting users appropriate access and data rights, and integrated security leveraging the reporting hierarchy capability in the Service;
- The ability to report across the full Travel & Expense service to compare booked versus charged versus expensed data;
- Access to Cognos Report Studio for advanced report creation including more complex report formatting, calculations and formulas;
- Ability to include multiple queries in a single report to create a dashboard-style view;
- Bursting which allows reports to be automatically tailored to the individual recipients and distributed;
- Availability of additional Standard Reports made available by Concur;
- Remote access to Intelligence over the Internet through the use of personal computers and web-browsers that meet the minimum requirements for Intelligence;
- The application of coding, scripts or algorithms (enhancements and cleansing) to Customer Data in order to establish additional referential relationships, matches and/or discrepancies between Concur approved supplier data and Concur data sources;
- The Concur Data Warehouse, an integrated and comprehensive source of reporting data and the data management routines to populate it on an ongoing basis; and
- Concur's Support Policy for the Services described in this Service Description Guide in support of Intelligence provided to a Customer.

User roles control access to Intelligence, enabling the Customer to assign named users to the various functions of Intelligence. Additional user roles can be purchased for an additional fee. The roles and the named user quantities that are provided as part of the Intelligence service (or that result from an extension of the service from Concur Analysis to Intelligence) include:

- Professional Author: 10 named users with access to Report Studio, for highly advanced report creation, and access to Query Studio.
- Business Author: 20 named users that have access to Query Studio for report creation and access to edit and run pre-built reports.
- Consumer: Intelligence allows up to 40 additional named users to be assigned Consumer access by the Customer's Authorized Administrator to run pre-built queries and reports provided by Concur or saved reports provided by Business Authors of the Customer. Consumers can also set selected user interface preferences and manage folders.
- Manager: All managers designated in the system by the Customer are provided access to pre-built queries and reports provided by Concur or saved reports provided by Business and Professional Authors of the Customer. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

7.2.2 Concur Insight - Premium - is an extended service which allows for enhanced reporting functionality beyond the scope of the reporting functionality of Concur Analysis or Intelligence. Concur Insight - Premium can be ordered under the Travel & Expense, Expense or Invoice Processing service types for an additional fee. Concur Insight - Premium consists of the following:

7.2.2.1 All of the services described above that are applicable to Intelligence, including user roles;

- 7.2.2.2 Provision of secure data interface(s) so that a Customer may import data feed(s) from a Concur approved supplier to be cleansed, enhanced or leveraged for reporting-based activities;
- 7.2.2.3 The application of coding, scripts or algorithms (enhancements and cleansing) to Customer Data in order to establish additional referential relationships, matches and/or discrepancies between Concur approved supplier data and Concur data sources;
- 7.2.2.4 Professional Author: 5 named users with access to Report Studio, for highly advanced report creation, and access to Query Studio.
- 7.2.2.5 Business Author: 10 named users that have access to Query Studio for report creation and access to edit and run pre-built reports.
- 7.2.2.6 Consumer: Concur Insight - Premium allows up to 20 additional named users to be assigned Consumer access by the Customer's Authorized Administrator to run pre-built queries and reports provided by Concur or saved reports provided by Business Authors of the Customer. Consumers can also set selected user interface preferences and manage folders.
- 7.2.2.7 Manager: All managers designated in the system by the Customer are provided access to pre-built queries and reports provided by Concur or saved reports provided by Business and Professional Authors of the Customer. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.
- 7.2.2.8 Includes the set-up of one Concur approved TMC agency supplier feed;
- 7.2.2.9 Customer agrees that as part of the Concur Insight extended service, Concur may de-identify any Customer Data received from Concur approved suppliers and/or calculate, infer, or isolate certain values from the data and aggregate such values with Customer data received from other sources, as well as other data that Concur controls or owns, for purposes of producing anonymous, aggregated data, provided that such values, de-identified data or aggregate data ("Anonymized Data") does not identify Customer as the source of the information or any specific individual. For the avoidance of doubt, Anonymized Data shall not be considered "Customer Data" as defined in Customer's service contract with Concur.

7.2.3 Managed Reporting – Managed Reporting is available only for Customers who have ordered the Intelligence service. Managed Reporting consists of access to a Concur representative with Intelligence and data model experience to review and create the appropriate set of custom reports for the Customer's organization. Specifically, the Concur representative will work with the Customer to perform the following activities:

- Create report transactions, based on the number of report transactions purchased by Customer. Each report transaction purchased shall not exceed a maximum of 8 hours of development by Concur. A report transaction may include any of the following:
 - o Customizing a standard report;
 - o Developing a new custom report;
 - o Assisting in modifying and/or developing an existing custom report not created by Concur; or
 - o Assisting with the setup of periodic automated report scheduling and bursting tailored content for report recipients
- Provide the access described above to respond to service requested by the Customer by telephone and email Monday through Friday from 9 am to 5 pm of the assigned Concur representative's applicable time zone, excluding Concur holidays.
- Performing the above service by telephone, email and Concur Support Portal in the following languages: English (US/default) and English (UK)

7.2.4 Consultative Intelligence - Consultative Intelligence is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types for an additional fee. Consultative Intelligence consists of the following:

- All of the functionalities that are applicable to the Intelligence service described above, including user roles.
- Access to a designated Concur reporting consultant who is familiar with Concur Intelligence and Customer's Service configuration to collect travel and expense data. After an introductory call between the Customer and the Concur reporting consultant, the Concur reporting consultant will work with Customer on an on-going basis to support Customer reporting needs, including:
 - o Developing a reporting strategy for Customer's organization;
 - o Reviewing Customer's travel and expense policy(ies) and making recommendations to use relevant data in achieving Customer goals;
 - o Introductory training on Concur Intelligence functions and features, including scheduling and automated data distribution;
 - o Customizing standard report(s);
 - o Developing new custom report(s) and/or dashboard(s);
 - o Where feasible, making recommendations to resolve unique business problems/issues relating to Customer's reporting needs;
 - o Assisting with the setup of automated report scheduling and/or bursting of actionable data to designated recipients;
 - o Providing targeted training covering general navigation or basic reporting functionality;
 - o Providing guidance and consultation on reporting best practices;
 - o Offering solution recommendations to resolve Customer's business cases in respect of its reporting requirements using resolutions Concur has implemented for other customers; and
 - o Scheduling regular meetings (as needed) to review progress towards goals defined in Customer's reporting strategy.
- Provide the access described above to respond to service requested by the Customer in the English language only by telephone, email and Concur Support Portal Monday through Friday from 9 am to 5 pm of the assigned Concur reporting consultant's applicable time zone, excluding Concur holidays. In the event the designated Concur reporting consultant is unavailable due to illness or scheduled vacation, an alternate reporting consultant will work with Customer until the designated consultant returns to the office.

7.2.5 Reporting Services - Reporting Services is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types, for an additional fee. Reporting Services is available only for Customers who have previously ordered the Intelligence module. Reporting Services consists of the following:

- Access to a designated Concur reporting consultant who is familiar with Concur Intelligence and Customer's Service configuration to collect travel and expense data. After an introductory call between the Customer and the Concur reporting consultant, the Concur reporting consultant will work with Customer on an on-going basis to support Customer reporting needs, including:
 - o Developing a reporting strategy for Customer's organization;
 - o Reviewing Customer's travel and expense policy(ies) and making recommendations to use relevant data in achieving Customer goals;

- o Introductory training on Concur Intelligence functions and features, including scheduling and automated data distribution;
 - o Customizing standard report(s);
 - o Developing new custom report(s) and/or dashboard(s);
 - o Where feasible, making recommendations to resolve unique business problems/issues relating to Customer's reporting needs;
 - o Assisting with the setup of automated report scheduling and/or bursting of actionable data to designated recipients;
 - o Providing targeted training covering general navigation or basic reporting functionality;
 - o Providing guidance and consultation on reporting best practices;
 - o Offering solution recommendations to resolve Customer's business cases in respect of its reporting requirements using resolutions Concur has implemented for other customers; and
 - o Scheduling regular meetings (as needed) to review progress towards goals defined in Customer's reporting strategy.
- Provide the access described above to respond to service requested by the Customer in the English language only by telephone, email and Concur Support Portal, Monday through Friday from 9 am to 5 pm of the assigned Concur reporting consultant's applicable time zone, excluding Concur holidays. In the event the designated Concur reporting consultant is unavailable due to illness or scheduled vacation, an alternate reporting consultant will work with Customer until the designated consultant returns to the office.

7.3 Audit Services

The Audit Services module is a collection of extended services that can be ordered under the Travel & Expense or Expense service types for an additional fee. The Audit Services module includes the following extended services which can be individually ordered:

7.3.1 Receipt Audit - Receipt Audit provides dedicated resources to perform basic receipt substantiation and verification audit. Receipt Audit consists of the following:

- The audit of selected expense reports submitted through the use of the Service prior to or after manager approval of the expense report and prior to user reimbursement or card remittance, including the audit of expense reports identified by the Service for auditing which may specifically include the audit of expense report submitters who are identified by the Service as always to be audited and exclude the audit of expense report submitters who are identified by the Service as exempt from audit. Each audit includes the following actions:
 - o Expense type validation, consisting of review of accompanying receipts to ensure that specified expense types are classified correctly in the expense report in accordance with the documentation provided;
 - o Receipt substantiation, consisting of receipt verification to ensure that receipts match the expenses listed in the expense report, which is supported in all tier 1 languages supported by the core Expense service. The items verified are: date, vendor (if a required field), amount, expense type and payment method.
 - o Cash expenses (out-of-pocket expenses), consisting of a review of the expense report to ensure that supporting documentation for cash expenses is included with the report;
 - o Monthly reporting available using Analysis, Intelligence or Concur Insight – Premium, if ordered.

- o Returning to the submitter, for resubmission of the expense report, any expense report that contains predetermined exceptions (provided that taxable items, such as spousal travel, will be reported to the Customer as part of an audit report, but will not necessarily trigger a return of the expense report to the submitter).
- o Escalation to the Customer's administrator of the Receipt Audit service any disputed expense reports returned to the submitter but cannot be corrected satisfactorily by the submitter.
- Auditor review commentary is provided within the core Expense application, and is available in all tier 1 languages supported by the core Expense service.
- First-level support is available in English language (only) to each Customer's end users by email (via a Concur email alias) between each Customer's end users and Audit support services for issue identification and resolution. An "issue" is any inquiry to Audit support services regarding an Audit question or actual or suspected error or concern for troubleshooting and resolution. Audit support service will be available to respond to and work to resolve Issues Monday through Friday from 8:00 am until 2:30 am EST, excluding Concur holidays.
- Concur's Support Policy for the Services described in this Service Description Guide for a Customer's Authorized Administrators in support of Audit services.

7.3.2 Policy Audit - Policy Audit reviews selected expense reports to determine compliance with Customer's audit policy as configured in the Service. Policy Audit consists of the following:

- All of the services described above that are applicable to Receipt Audit.
- Policy Audit extended service is configured by Customer to audit a Customer expense report in accordance with a comprehensive set of audit checks provided by Concur as part of the Policy Audit extended service.
- For a Customer based in the UK, Germany, New Zealand or Australia:
 - o Verify that a receipt is a valid VAT receipt based on the current VAT compliance rules within the applicable country; and
 - o Verify the VAT amount claimed for a receipt is the actual amount on the receipt.

7.3.3 Audit – Elite - Audit – Elite is an extended service that can be ordered by Customers with fewer than 500 users in connection with the Policy Audit extended service for an additional fee. Audit – Elite consists of the following:

- Access to a Concur representative with audit configuration and audit service experience. The Concur representative will work with the Customer to perform the following activities:
- Host quarterly consultative sessions and cover the following:
 - o Recommendation of best-in-class audit rules and/or configurations to optimize Customer's travel & expense policy compliance;
 - o Review and analyze the audit service reports to identify trends, areas of concern, and ways to reduce re-submissions; and
 - o Review monthly Concur release notes and advise when new functionality may provide an opportunity for better policy compliance, or when it will impact the audit workbench or audit rule configuration.
- Provide guidance and recommendations on how best to educate Customer's users on the expense report process.

- Suggest, as applicable, use of educational materials provided by Concur that may address trends or areas of concern identified during a quarterly consultative session.
- Provide referrals, as applicable, to Concur Training Services for training consultation as requested by Customer.
- Review changes to Customer's travel and expense policy, and update Customer's Policy Audit profile to align to those changes.
- Collect Customer feedback and recommendations for enhancements to existing Concur audit service reports and for the creation of new audit service reports.

7.3.4 Paper Receipt Handling - Paper Receipt Handling provides dedicated resources to convert hard-copy receipts into imaged receipts and append the imaged receipts (as a PDF attachment) to the appropriate expense report created in the Service. Paper Receipt Handling consists of the following actions:

- The submitter (i.e., a Customer user) sends hard-copy receipts to a designated post office box number Concur has established solely for receiving mail from a given Customer and its users and agents. For the hard-copy receipts pertaining to a given expense report delivered to such post office box number, the submitter must include the following:
 - o The fax cover sheet generated by the Service or a standard size sheet of paper that includes Customer name, user's name (name on the applicable expense report), and expense report identification number as provided by the Service.
 - o The complete and legible receipts for such expense report.
- Concur logs the date and time of arrival of receipt packages.
- Once the above information is received, Concur will convert each hard-copy receipt into an imaged receipt and append the imaged receipt (as a PDF attachment) to the appropriate expense report in the Service.
- Once the receipt imaging step is completed, Concur will validate the imaged receipt(s) was appropriately associated with the appropriate expense report in the Service.
- As requested by the Customer during implementation of the Paper Receipt Handling service, Concur will store the paper receipts following imaging for an agreed period. After such agreed period or after termination or expiration of the Agreement, whichever is sooner (the "Storage Period"), Concur will dispose of all hard-copy receipts received from the Customer by one of the following options:
 - o Shredding them within three (3) business days after the end of the Storage Period;
 - o Packaging them in a single envelope or box, per country and mailing them for final disposition to the attention of the Customer's administrator at a single location specified during the implementation of the Paper Receipt Handling service, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such shipment; or
 - o Packaging them in a single envelope or box, per country and shipping them for final disposition to the attention of the Customer's administrator at multiple locations specified during the implementation of the Paper Receipt Handling service, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such shipment. All origination and return locations must be identified during the implementation of the Paper Receipt Handling service.

7.3.5 Paper Receipt Handling – Envelopes - Paper Receipt Handling - Envelopes provides dedicated resources to convert hard-copy receipts into on-line receipt images which are associated to the appropriate expense report in the Service. Receipts are imaged and can be viewed by the claimant, authoriser and other Audit functions as a PDF image which is attached at the Report Header level.

Paper Receipt Handling Envelopes is available only to customers who are based in the United Kingdom or who have operations within the United Kingdom. The Paper Receipt Handling Envelopes service encompasses the following:

- Concur will, upon Customer's request to ReceiptHelp@Concur.com, provide approximately a six (6) month supply of standard envelopes for the number of Paper Receipt Handling Envelope transactions ordered under the Agreement to Customer's designated contact (i.e., 1 envelope per Paper Receipt Handling Envelope transaction ordered under the Agreement for the 6-month period). Additional envelopes may be requested for an additional fee.
- Following receipted claim within an expense report in Concur Expense, the submitter (i.e., a Customer user) must print off the Receipt Imaging report on A4 paper and include this, along with the all hard copy receipts, into the standard pre-addressed envelope.
 - o The submitter must complete all of the information on the back of the standard envelope and send the envelope to the Concur European Audit Center.
- Upon receipt of the envelope, Concur will record incoming mail and convert each hard-copy receipt into an imaged receipt. Concur will append the imaged receipt (as a PDF attachment), along with the Receipt Handling report onto the submitter's expense report at report header level.
- Once the receipt imaging step is completed, Concur will validate the imaged receipt(s) was appropriately associated with the appropriate expense report in the Service.
- Concur will store all receipts received at a secure storage facility for a period of up to seven (7) years, at which point Customer can request for the receipts to be returned or destroyed. Receipt storage will be at a storage facility in line with HMRC storage requirements.
 - o During this time, Customer may request to be sent up to five (5) boxes of receipts up to a maximum of two (2) times a year. Concur reserves the right to charge the Customer for additional boxes requested by Customer.
 - o Concur reserves the right to charge the Customer additional fees for envelope overage or for non-compliant batches (i.e., where a receipt cannot be processed)
- Concur will securely dispose of all hard-copy receipts at the end of the storage period. If requested by the Customer during implementation of the Paper Receipt Handling service, Concur will return all receipts to a designated contact by one of the following options:
 - o Packaging them in a single envelope or box, per country (up to a maximum of 3 locations) and shipping them for final disposition to the attention of the Customer's administrator at multiple locations specified during the implementation of the Paper Receipt Handling service, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such shipment. All origination and return locations must be identified during the implementation of the Paper Receipt Handling service.

7.3.6 Paper Receipt Handling - Pre-Paid Envelopes - Paper Receipt Handling - Pre-Paid Envelopes consists of the following:

- All of the services described above that are applicable to Paper Receipt Handling - Envelopes described above.
- The envelopes provided will be pre-addressed envelopes that include second class, pre-paid postage limited to mail classified as domestic mail within the United Kingdom.

7.3.7 Paper Receipt Handling - International Envelopes - Paper Receipt Handling – International Paid Envelopes consists of the following:

- All of the services described above that are applicable to Paper Receipt Handling - Envelopes described above.
- The envelopes provided will be pre-addressed envelopes that include second class, pre-paid standard international airmail postage.

7.3.8 Guaranteed Compliance Service

The Guaranteed Compliance Service is an extended service that can be ordered under the Travel & Expense or Expense service type(s) for an additional fee. The Guaranteed Compliance Service must be ordered simultaneously with the initial order of the Travel & Expense or Expense service type(s) and requires a Concur-defined Tax configuration. Customer will not be able to modify such configuration. The Guaranteed Compliance Service applies to the Supported Tax for a single Jurisdiction. When made available by Concur, additional Jurisdictions may be added for an additional fee. The Guaranteed Compliance Service is comprised of the following:

- Concur will provide Customer, as a part of the expense report submission process, a pre-determined set of expense types designed and configured by Concur for the Jurisdiction listed on the Supported Jurisdiction/Tax Table, below.
- Concur will update the Tax rates for this extended service to reflect applicable Tax changes enacted by the Tax authority for the Jurisdiction.
- Concur will provide a Compliance Audit (as set forth below) for each Claim.
- Concur will provide the Guarantee (as set forth below) for applicable qualifying Claims.

Compliance Audit:

The Guaranteed Compliance Service includes a Compliance Audit of all Claims to ensure that the Supporting Documentation related to the Claims provided by Customer constitutes a valid Tax receipt or invoice for Tax recovery purposes for the applicable-supported Jurisdiction. The Claimant must ensure that appropriate Supporting Documentation is associated with the correct Claim. The Compliance Audit consists of the following:

- Concur will verify that the Supporting Documentation matches the expenses listed in the Claim.
- Concur will verify that the Supporting Documentation complies with the applicable Tax rules and guidelines. Scanned images, unless stated on the image as a photocopy, will be treated as original invoices.
- Concur will review the Supporting Documentation to ensure that the data contained therein matches the Claim data entered by the Claimant for the following items:
 - o Date
 - o Expense Type
 - o Country of Purchase
 - o Claim Value
 - o Tax Number
 - o Receipt Status
 - o Currency
 - o Supplier details
 - o Customer details, when required
 - o Tax Amount
 - o Any other items that may be required or applicable in accordance with changes to the Tax, as determined by Concur for applicable Tax changes enacted by the applicable Tax authority.
- Concur will reject a Claim and return it to Claimant for review and correction, where Supporting Documentation for the Claim does not substantiate the Claim.
- In the event that during the Compliance Audit Concur determines that (a) a Claim is incorrect based on the Supporting Documentation therefor, Concur will amend the Claim in accordance with

the Supporting Documentation; or (b) the type of status on the Claim is incorrect, Concur will correct the status. In the case of (b), for example, if the Claimant has selected “receipt” and Concur identifies it as a “tax receipt”, Concur will amend the Claim to correct the incorrect reference.

- In the event that during the Compliance Audit Concur determines that the Tax amount calculated by the Service is not substantiated by the Claim and accompanying Supporting Documentation, Concur will adjust the Tax amount to reflect the correct amount supported by such Claim and Supporting Documentation. For example, in the case of a Claim for a £12 meal expense, the Service will auto-calculate the taxable amount as £2 (i.e., 20% of £10 being the amount net of Tax). However, if the individual breakdown on that receipt contained items for £6 that were subject to Tax and £6 that was not subject to Tax, Concur will change the taxable amount reported from £2 to £1 (i.e., 20% of £5 being the net amount that was subject to Tax).

Guarantee. Concur will provide the following Guarantee for applicable qualifying Claims:

- Concur will guarantee that the calculated Tax reflected in the report from the Service for a Claim will be calculated correctly in accordance with the Claim data and the Supporting Documentation. If Customer incurs any fine or penalty as a result of the incorrect calculation, Concur will indemnify Customer for the cost of the fine or penalty applied by the applicable Tax authority, subject to the requirements of this Section 9.4. Customer must give Concur notice of such fine or penalty within thirty (30) days after an assessment of such fine or penalty for Concur to indemnify Customer for such fine or penalty. In any case, Customer will be responsible for paying the Tax fine or penalty and any over-claimed Tax amounts due to the applicable Tax authority.
- The Guarantee shall not apply if Customer or any person on behalf of Customer: (a) modifies any Service-setting related to Tax rates and/or makes any Tax-related changes to Claims submitted in the Compliance Audit process, (b) modifies any Concur-defined expense types, or (c) submits any Claim using other than the Concur-defined expense types.
- Notwithstanding anything to the contrary, to the maximum extent permitted by law, Concur's total liability under the Agreement with respect to any fine or penalty for which Concur is responsible to indemnify Customer pursuant to the Guarantee will be limited to general money damages and shall in no event exceed an amount equal to three (3) times the aggregate of all fees actually paid or owing by Customer to Concur for the Guaranteed Compliance Service during the twelve (12) month period preceding the time that the fine or penalty arose (but not less than the amount of Recurring Fees for such extended service due during the first year after the Effective Date of the order of such extended service).

Definitions: For purposes of the Guaranteed Compliance Service, the following terms have the meanings specified below:

“Claim” means each expense report submitted through the Service by a Claimant.

“Claimant” means Customer's employee or user who has generated a Claim.

“Guarantee” means the Tax-accuracy guarantee described above.

“Jurisdiction” means the applicable country or region as set forth in the Supported Tax table below which is within the scope of the Guaranteed Compliance Service.

“Supporting Documentation” means receipts, invoices and other supporting documentation provided in support of a Claim.

“Supported Tax” means the applicable tax for each Jurisdiction identified in the table below

Jurisdiction	Tax
United Kingdom	“value-added tax” or “VAT”

“Tax” means the applicable tax for the Jurisdiction as set forth in the Supported Jurisdiction/Tax Table above which is the subject of recovery by Customer from the applicable taxing authority within the scope of the Guaranteed Compliance Service.

7.4 Expense Pay

Expense Pay is an extended service module which can be ordered under the Travel & Expense and Expense service types for an additional fee. Expense Pay provides the ability to generate Payments for out-of-pocket expenses to the Customer's users and supported corporate card providers. The Expense Pay service module includes the following extended services which can be individually ordered:

7.4.1 Expense Pay Global - The Expense Pay Global extended service consists of the Concur processes to: (1) reimburse the Customer's expense report filers and/or (2) schedule Payment to the Customer's corporate card providers for corporate card charges and fees, as further set forth below. Euro Payments are available in Austria, Belgium, Denmark, Finland France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland and United Kingdom. UK Pounds Sterling Payments are available in the United Kingdom. USD Payments are available in the United States. CAD Payments are available in Canada.

- **Concur's Performance:** If the Expense Pay Global extended service is implemented for Customer and Customer contracts with one or more Payment Processing Partners for the processing of Payments in connection with the Expense Pay Global extended service, then Concur agrees to be responsible for the following:
 - o Receiving each Payment Request from the Service.
 - o Sending each Payment Request to the applicable Payment Processing Partner for execution provided the Payment Request is supported by the Expense Pay Global extended service and Customer has a valid Payment Processing Relationship with the applicable Payment Processing Partner.
 - o Payments will be processed via Direct Debit of a Customer Bank Account.
 - For Payments processed via Direct Debit, Payments will be executed by the Payment Processing Partner following such Partner's processes including Direct Debit from the Customer Bank Account and the initiation of Credits to the specified Payee Bank Accounts that correspond with the Payment Request.
 - o Confirming to Customer all Payments that the Payment Processing Partner is able to process and those that it is unable to process for any reason.
 - o Concur will be liable for any Payment made in error which is due to the fault of Concur that is not remedied within 30 days after the date that Concur is notified in writing of such error and that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee (a "**Concur Error**"). Such Concur liability is contingent upon: (1) Customer providing written notice of the Concur Error within 30 days after the occurrence of such error, (2) Customer making an appropriate assignment of claims to Concur where Concur so requests, and/or (3) using its best efforts to fully cooperate with the requests of Concur, the Payment Processing Partner, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
- **Customer's Performance:** If the Expense Pay Global extended service is ordered by Customer, then Customer agrees to the following:
 - o Customer hereby authorizes the Payment Processing Partner to initiate, on Customer's behalf, Payments for each Payment Request, including where Payments will be processed via Direct Debit: (a) initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (b) initiating Credits to the specified Payee Bank Accounts that correspond to a given Payment Request,
 - o Customer will be responsible for the following:

- Where Payments will be processed through completing the steps required by the Payment Processing Partner to setup and validate an account to be used for execution of Payment Requests.
 - Determining the Payment Schedule that it wishes for Payments to Payees.
 - Obtaining all necessary and appropriate authorizations from each Payee (a “**Payee Authorization**”) prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of Credits to such Payee Bank Account.
 - Examining all statement of accounts, notices, and other reports it receives relating to Payments and promptly notifying Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
 - At the request of Concur or the Payment Processing Partner, using its best efforts to obtain and take all necessary steps to enforce agreement from each Payee that they shall promptly repay any funds paid to them in error through the Expense Pay Global extended service.
 - The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service and ensuring the continued accuracy of such information.
 - Providing sufficient funds in the Customer Bank Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.
- **Additional Terms:** Each party agree to: (1) comply with all applicable banking rules and regulations and all laws in connection with the Expense Pay Global extended service applicable to its respective performance of and responsibilities related to the Expense Pay Global extended service , (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay Global extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. The Expense Pay Global extended service will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay Global extended service.
 - **Definitions:** For purposes of the Expense Pay Global extended service, the following terms will have the meanings specified below:

“**Corporate Card Payee**” means a third-party corporate card provider identified to Concur by Customer that Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay Global extended service.

“**Country of Service**” means the United States for Payments in USD, Canada for Payments CAD, the United Kingdom for Payments in British Pounds and Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland and the United Kingdom for Payments in Euros.

“**Credit(s)**” means the applicable mechanism by which the Payment Processing Partner will credit or transfer funds to Payee's Bank Account, or the funds transferred using this mechanism, as applicable.

“**Customer's Bank**” means the financial institution located in the Country of Service identified to Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account. If Customer has Payees located in multiple countries, Customer's Bank must be domiciled in each country in order to make Payments to all Payees, except that for Payees in the European Union Customer's Bank must be domiciled in the European Union.

“**Customer Bank Account**” means a Customer account at Customer's Bank designated by Customer as the account located in the Country of Service to be debited by the Payment Processing Partner under the Expense Pay Global extended service.

“Direct Debit(s)” means the applicable mechanism by which the Payment Processing Partner will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable.

“Expense Reimbursement Payee” means a user identified to Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay Global extended service.

“Payee” means either an Expense Reimbursement Payee or a Corporate Card Payee.

“Payee Bank Account” means a Payee account at Payee’s Bank identified to Concur by Customer or such Payee as the account located in the Country of Service to be credited by the Payment Processing Partner under the Expense Pay Global extended service.

“Payee’s Bank” means the financial institution located in the Country of Service identified to Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.

“Payment Processing Partner” means an entity identified by Concur as capable of processing payments in connection with the Expense Pay Global extended service and engaged directly by Customer for purposes of processing Payments on behalf of Customer and its Payees.

“Payment Processing Partner Bank Account” means the bank account used by the Payment Processing Partner as a means to transfer funds between the Customer Bank Account and the Payee Bank Account.

“Payments” means, as applicable under the Expense Pay Global extended service, Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the Payee Bank Account via the Payment Processing Partner Bank Account.

“Payment Request” means, for each transfer of funds from the Customer Bank Account, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.

“Payment Schedule” means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay Global extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay Global extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.

7.4.2 Expense Pay – North America - The Expense Pay – North America extended service consists of the Concur processes to: (1) reimburse the Customer’s expense report filers and/or (2) schedule payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below. The Expense Pay – North America extended service is available to make payments in the United States, Canada, and Mexico only. All Payments for ACH funds transfers in the United States are made in United States dollars. All Payments for EFT funds transfers in Canada are made in Canadian dollars. All TEF Payments made in Mexico are in Mexican Pesos.

- **Concur’s Performance:** If the Expense Pay – North America extended service is implemented for Customer, then Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the implementation is completed:
 - o Receiving each Payment Request from the Service.
 - o In the US and Canada,
 - Initiating, through Concur’s Bank, a Direct Debit to draw from the Customer Bank Account to fully fund into the Concur Bank Account a given Payment Request in accordance with the Payment Schedule.

- Initiating, on Customer's behalf, Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request after Concur's Bank confirms to Concur: (1) receipt of sufficient funds via Direct Debit to effect full payment under such Payment Request, and (2) the debited funds are deposited and cleared into the Concur Bank Account. Concur will have no obligation to initiate Credits, or otherwise transfer funds for the benefit of Payees, until Concur receives confirmation from Concur's Bank that the funds transferred from the Customer Bank Account to the Concur Bank Account have cleared and are sufficient to effect full payment to all Payees under a Payment Request.
 - Reversing, in its discretion or at Customer's written request, any Payment in the event of an error, such as the following: (1) duplication of a previously-initiated Direct Debit or Credit, (2) a Direct Debit or Credit initiated to an unintended recipient, or (3) a Direct Debit or Credit initiated in an amount different from the amount that the recipient was entitled to receive under the Expense Pay - North America extended service. Local banking rules and regulations limit the amount of time for reversals. While Concur will reasonably cooperate with Customer's requests for reversals, it does not control the reversal process and cannot guarantee results.
- o In Mexico:
- Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
 - Initiating, on Customer's behalf, Payments through TEF credit transfers to the specified Payee Bank Accounts that correspond to a given Payment Request after Concur's Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
- o Confirming to Customer all Payments that Concur is able to process and notifying the Customer of all Payments that Concur is unable to process for any reason.
- o Concur will be liable for any Payment made in error which is due to the fault of Concur that is not remedied within 30 days after the date that Concur is notified in writing of such error and that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee (a "Concur Error"). Such Concur liability is contingent upon: (1) Customer providing written notice of the Concur Error within 30 days after the occurrence of such error, (2) Customer making an appropriate assignment of claims to Concur where Concur so requests and/or (3) using its best efforts to fully cooperate with the requests of Concur, Concur's Bank, and any relevant payment services provider, Concur, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
- o Customer shall reimburse Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by Concur in connection with steps Concur takes to reverse any Payment made in the event of an error, other than a Concur Error.
- o Notwithstanding anything to the contrary, neither Concur nor Concur's Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments (including Direct Debit or Credit entries) or effecting Scheduled Payments (a) after reasonable efforts to verify such Payments by the required security procedure have failed, (b) due to Customer's creditworthiness, (c) due to Customer's failure to timely deliver funds to Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party's gross negligence or willful misconduct.

- **Customer's Performance:** If the Expense Pay – North America extended service is ordered by Customer, then Customer agrees to the following:
 - o Customer hereby authorizes Concur and Concur's Bank to initiate, on Customer's behalf, Payments for each Payment Request, including (1) in the US and Canada (a), initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (b) initiating Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request, and (2) in Mexico, (a) depositing funds in a Pre-Fund Account and (b) initiating fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
 - o Customer will be responsible for the following:
 - In the US and Canada, providing a Customer Bank Account at Customer's Bank for the Expense Pay – North America extended service and obtaining (and providing to Concur) written authorization from Customer's Bank to allow the transfer of funds via Direct Debit from the Customer Bank Account to the Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority).
 - In Mexico, requesting a Pre-Fund Account during the implementation of the Expense Pay – North America extended service.
 - Determining the Payment Schedule that it wishes for Payments to Payees.
 - Providing written authorization in a form approved by Concur and/or for Concur's Bank to perform the activities associated with Expense Pay – North America extended service.
 - Obtaining all necessary and appropriate authorizations from each Payee (a "Payee Authorization") prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account and reversals of credits made to such account to recover funds credited to such account in error. In addition, for each Payee, Customer must obtain written agreement from such Payee and Payee's Bank on an accepted file and remittance instruction format, which must be in a format that is supported by Concur.
 - Providing any other specific authorizations or account opening documents that Concur requires of the Customer to provide prior to initiating service under the Expense Pay – North America extended service.
 - At the request of Concur or Concur's Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay – North America extended service.
 - Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to Concur upon request.
 - Examining all statement of accounts, notices, and other reports it receives from Concur or Customer's Bank relating to Payments and promptly notifying Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
 - The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
 - In the US and Canada: Providing sufficient funds in the Customer Bank Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule by Direct Debit against or other electronic transfer of funds from the Customer Bank Account. In the event of an Overdraft:

- o Concur will promptly notify Customer and will have the right to deny additional Payments until Customer fully reimburses Concur for any Payments settled prior to such action by Concur (if any) and fully corrects the Overdraft.
 - o Customer unconditionally promises to pay to Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at a rate of 1.5% per month or the highest interest permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a Concur Bank Account).
 - In Mexico, providing sufficient funds in the Pre-Fund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.
 - Customer shall be obligated to examine all statements of accounts, notices, and other reports it receives relating to Payments and shall promptly notify Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
 - In the US and Canada: Under applicable banking rules and regulations in each country, Customer is the originator of all Direct Debits and Credits under the Expense Pay - North America extended service. As such, Customer represents, warrants, and covenants that all Payees have authorized entries to their bank accounts and Customer will pay for all Credits. In addition, if any debit to a Payee Bank Account reversing or correcting a previously submitted Credit is returned for any reason, Customer unconditionally promises to pay the amount of such debit upon demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into a Concur Bank Account).
- **Additional Terms:** Both parties agree to: (1) comply with all applicable banking rules and regulations and all applicable laws in connection with the Expense Pay - North America extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - North America extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - North America extended service will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - North America extended service.
 - **Definitions:** For purposes of Expense Pay - North America, the following terms will have the meanings specified below:
 - “**ACH**” means Automated Clearing House, which is a funds transfer system governed by the rules of the National Automated Clearing House Association (“NACHA”) that provides for the interbank clearing of electronic entries for participating financial institutions.
 - “**Concur Bank Account**” means a Concur account at Concur’s Bank through which Payments may be processed by Concur under the Expense Pay - North America extended service.
 - “**Concur’s Bank**” means one or more financial institutions identified by Concur and which Concur may change from time to time in its discretion to initiate Direct Debits or Credits or to establish a Pre-Fund Account, as applicable, for processing of Payments under the under Expense Pay - North America extended service.
 - “**Corporate Card Payee**” means a third-party corporate card provider identified to Concur by Customer that Concur has reasonably determined is eligible to receive Payments in the amount of

credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay - North America extended service.

“Credit(s)” means an ACH or EFT transfer of funds into a bank account, or the funds transferred using this process, as applicable.

“Customer’s Bank” means the financial institution located in the country of service (United States or Canada as applicable) identified to Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.

“Customer Bank Account” means a Customer account at Customer’s Bank identified to Concur by Customer as the account located in the country of service (United States or Canada as applicable) to be debited (or credited in the event of a return or reversal) by Concur under the Expense Pay - North America extended service. For Direct Debits and Credits made in the United States the Customer Bank Account must be domiciled in the United States. For Direct Debits and Credits made in Canada the Customer Bank Account must be domiciled in Canada.

“Direct Debit(s)” means the applicable mechanism by which Concur will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable. The applicable Direct Debit processes include the drawing of funds pursuant to the ACH process or EFT process.

“EFT” means electronic funds transfer, the payment clearing system used for electronic funds transfers in Canada and governed by the rules of the Canadian Payment Association.

“Expense Reimbursement Payee” means a user identified to Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay - North America extended service.

“Overdraft” means either: (1) Customer’s failure to provide sufficient funds to fully cover any Payment Request debited to a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Direct Debit drawn against a Customer Bank Account to fund a Payment Request.

“Payee” means either an Expense Reimbursement Payee or a Corporate Card Payee.

“Payee Bank Account” means a Payee account at Payee’s Bank identified to Concur by Customer or such Payee as the account located in the country of service to be credited (or debited in the event of a return or reversal) by Concur under the Expense Pay - North America extended service.

“Payee’s Bank” means the financial institution located in the country of service identified to Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.

“Payments” means, as applicable under the Expense Pay - North America extended service, (1) Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the Concur Bank Account, and from the Concur Bank Account to a Payee Bank Account and (2) the process of transferring funds from the Pre-Fund Account to a Payee Bank Account.

“Payment Request” means, for each transfer of funds from the Customer Bank Account or the Pre-Fund Account, as applicable, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.

“Payment Schedule” means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – North America extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – North America extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.

“Pre-Fund Account” is a Concur Bank Account set up for Customer at Concur’s Bank that is pre-funded by Customer’s transfer of funds into that Concur Bank Account for the purpose of Concur’s processing of Payments to Payees.

“TEF” means “Transferencia Electrónica de Fondos”, the payment clearing system used for electronic funds transfers in Mexico.

7.4.3 Expense Pay – EMEA - The Expense Pay – EMEA extended service consists of the Concur processes to: (1) reimburse the Customer’s expense report filers and/or (2) schedule payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below. Euro Payments are available in these countries: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, Switzerland, and the United Kingdom. Danish Krone Payments are available in Denmark. Swiss Franc Payments are available in Switzerland. Swedish Krona Payments are available in Sweden. UK Pounds Sterling Payments are available in the United Kingdom.

- **Concur’s Performance:** If the Expense Pay - EMEA extended service is implemented for the Customer, then Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the Expense Pay - EMEA extended service implementation is completed:
 - o Receiving each Payment Request from the Service.
 - o Where Payments will be processed through the Reverse Wire or Direct Debit process:
 - Initiating, through Concur’s Bank, a Reverse Wire or Direct Debit, as applicable, to draw from the Customer Bank Account to fully fund into the Concur Bank Account a given Payment Request in accordance with the Payment Schedule.
 - Initiating, on Customer’s behalf, Credits to the specified Payee Bank Accounts that correspond to a given Payment Request after Concur’s Bank confirms to Concur: (1) receipt of sufficient funds via Reverse Wire or Direct Debit to effect full payment under such Payment Request, and (2) the funds received as described above are deposited and cleared into the Concur Bank Account. Concur will have no obligation to initiate Credits, or otherwise transfer funds for the benefit of Payees, until Concur receives confirmation from Concur’s Bank that the funds transferred from the Customer Bank Account to the Concur Bank Account have cleared and are sufficient to effect full payment to all Payees under a Payment Request.
 - Concur will only process Payments through the Reverse Wire and Direct Debit processes where such Payments are supported by the Expense Pay – EMEA extended service.
 - o Where Payments will be processed through a Pre-Fund Account:
 - Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
 - Initiating on Customer’s behalf Payments to the specified Payee Bank Accounts that correspond to a given Payment Request after Concur’s Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
 - Concur will only process Payments through a Pre-Fund Account where such Payments are supported by the Expense Pay – EMEA extended service.
 - Confirming to Customer all Payments that Concur is able to process and notifying the Customer of all Payments that Concur is unable to process for any reason.
 - Reversing, in its discretion or at Customer’s written request, any payment in the event of an error, such as the following: (1) duplication of a previously-initiated payment, (2) a payment initiated to an unintended recipient, or (3) a payment initiated in an amount different from the amount that the recipient was entitled to receive under the Expense Pay – EMEA extended service. While Concur will reasonably cooperate with Customer’s

requests for reversals, it is not able to require such reversals unilaterally and cannot guarantee results.

- Concur will be liable for any Payment made in error which is due to the fault of Concur that is not remedied within 30 days after the date that Concur is notified in writing of such error and that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee (a "Concur Error"). Such Concur liability is contingent upon: (1) Customer providing written notice of the Concur Error within 30 days after the occurrence of such error, (2) Customer making an appropriate assignment of claims to Concur where Concur so requests and/or (3) using its best efforts to fully cooperate with the requests of Concur, Concur's Bank, and any relevant payment services provider, Concur, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
- Notwithstanding anything to the contrary, neither Concur nor Concur's Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments or effecting scheduled Payments (a) after reasonable efforts to verify such Payments by the required security procedure have failed, (b) due to Customer's creditworthiness, (c) due to Customer's failure to timely deliver funds to Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party's gross negligence or willful misconduct.
- **Customer's Performance:** If the Expense Pay - EMEA extended service is ordered by Customer, then Customer agrees to the following:
 - o Customer hereby authorizes Concur and Concur's Bank to initiate, on Customer's behalf, Payments with respect to each Payment Request, including (1) where Payments will be processed through the Reverse Wire or Direct Debit process, (a) initiating Reverse Wire or Direct Debits to draw from the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule and (b) initiating Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request, and (2) where Payments will be processed through a Pre-Fund Account, (a) depositing funds in a Pre-Fund Account and (b) initiating fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
 - o Customer will be responsible for the following:
 - Where Payments will be processed through the Reverse Wire or Direct Debit process, providing a Customer Bank Account at Customer's Bank for the Expense Pay – EMEA extended service and obtaining (and providing to Concur) written authorization, as applicable, to allow the transfer of funds via Reverse Wire or Direct Debit from the Customer Bank Account to the Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority). Where required by applicable banking rules and regulations (including for Direct Debits following the SEPA, LeverandørService, and BDD via SIC processes), Customer must provide a copy of such written authorization to Customer's Bank
 - Where Payments will be processed through a Pre-Fund Account, requesting a Pre-Fund Account, through the Service.
 - Determining the Payment Schedule that it wishes for Payments to Payees.
 - Providing written information in a form approved by Concur in order for Concur and/or for Concur's Bank to perform the activities associated with Expense Pay - EMEA.

- Obtaining all necessary and appropriate authorizations from each Payee (a “Payee Authorization”) prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account.
- Ensuring that the accepted file and remittance instruction format of Payee’s Bank is in a format that is supported by Concur for each Payee.
- Providing any other specific authorizations or account opening documents that Concur requires of the Customer to provide prior to initiating service under the Expense Pay – EMEA extended service.
- Examining all statements of accounts, notices, and other reports it receives relating to Payments and shall promptly notify Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
- Reimbursing Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by Concur in connection with steps Concur takes to reverse any Payment made in the event of an error, other than a Concur Error.
- At the request of Concur or Concur’s Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay - EMEA extended service.
- Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to Concur upon request.
- Examining all statement of accounts, notices, and other reports it receives from Concur or Customer’s Bank relating to Payments and promptly notifying Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
- The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
- Providing sufficient funds in the Customer Bank Account or the Pre-Fund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.
- In the event of a Funding Default:
 - Concur will promptly notify Customer and will have the right to deny additional Payments until Customer fully reimburses Concur for any Payments settled prior to such action by Concur (if any) and fully corrects the Funding Default.
 - Customer unconditionally promises to pay to Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at a rate of 1.5% per month or the highest interest permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a Concur Bank Account).
- **Additional Terms:** Both parties agree to: (1) comply with all applicable rules and regulations, and all applicable laws in connection with Expense Pay - EMEA extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - EMEA extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if Concur has any reason to believe that funds have been deposited in its bank account in

fraudulent or criminal circumstances or intent, then Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - EMEA extended service will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - EMEA extended service.

- **Definitions:** For purposes of the Expense Pay – EMEA extended service, the following terms will have the meanings specified below:

“Concur Bank Account” means a Concur account at Concur’s Bank through which Payments may be processed by Concur under the requirements of the Expense Pay – EMEA extended service.

“Concur’s Bank” means one or more financial institutions identified by Concur and which Concur may change from time to time in its discretion to initiate Reverse Wires or Direct Debits or to establish a Pre-Fund Account, as applicable, for processing of Payment under the Expense Pay – EMEA extended service.

“Corporate Card Payee” means a third-party corporate card provider identified to Concur by Customer that Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay – EMEA extended service.

“Credit(s)” means the transfer of funds from the Concur Bank Account to a Payee Bank Account, or the funds transferred using this process, as applicable.

“Customer Bank Account” means a Customer account at Customer’s Bank identified to Concur by Customer as the account located in the country of service to be debited (or credited in the event of a return or reversal) by Concur under the Expense Pay - EMEA extended service. For Reverse Wires and Credits in UK Pounds Sterling made in the UK the Customer Bank Account must be domiciled in the United Kingdom. For Reverse Wires and Credits in Swedish Krona made in the UK the Customer Bank Account must be domiciled in Sweden. For Direct Debits and Credits in Danish Krone the Customer Bank Account must be domiciled in Denmark. For Direct Debits and Credits in Swiss Franc the Customer Bank Account must be domiciled in Switzerland. For Direct Debits and Credits in Euros the Customer Bank Account must be domiciled in a Euro Country.

“Customer’s Bank” means a financial institution located in the United Kingdom for Payments made in UK Pounds Sterling, located in Denmark for Payment in Danish Krone, located in Switzerland for Payments made in Swiss Francs, located in Sweden for Payments made in Swedish Krona, or located in a Euro Country for Payments made in Euros, each as acceptable to Concur for purposes of the Expense Pay – EMEA extended service, and as identified to Concur by Customer as a financial institution at which Customer maintains a Customer Bank Account. To be clear, if Customer has Payees located in each of the United Kingdom, Denmark, Switzerland, and Sweden, and one or more of the other Euro Countries, Customer must have at least five (5) Customer Bank Accounts -- one located at a financial institution in the United Kingdom, one located in Denmark, one located in Switzerland, one located in Sweden, and one located at a financial institution in another Euro Country, in order to make Payments to all sets of Payees.

“Direct Debit(s)” means the applicable mechanism by which Concur will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable. The applicable Direct Debit processes include the drawing of funds pursuant to (1) the Single Euro Payments Area process (SEPA), (2) Business Direct Debit via the Swiss Interbank Clearing System (SIC) for the Bankgiro clearing system in Switzerland, and (3) the general rules and conditions for payments through the LeverandørService, the payment clearing system for Denmark.

“Euro Country” means each of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Sweden, Switzerland, Spain and the United Kingdom.

“Expense Reimbursement Payee” means an user identified to Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to Customer user under the Expense Pay – EMEA extended service.

“Funding Default” means for Payments that will be processed through the Reverse Wire or Direct Debit process, either: (1) Customer’s failure to provide sufficient funds to fully cover any Payment Request to debit a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Reverse Wire or Direct Debit drawn against a Customer Bank Account to fund a Payment Request.

“Payee’s Bank” means the financial institution located in the United Kingdom for Payments made in UK Pounds Sterling, located in Denmark for Payments made in Danish Krone, located in Switzerland for Payments made in Swiss Francs, located in Sweden for Payments made in Swedish Krona, or located in a Euro Country for Payments made in Euros and acceptable to Concur for purposes of the Expense Pay – EMEA extended service.

“Payee Bank Account” means a Payee account at Payee’s Bank identified to Concur by Customer or such Payee as the account located in the United Kingdom for Payments made in UK Pounds Sterling, located in Denmark for Payments made in Danish Krone, located in Switzerland for Payments made in Swiss Francs, located in Sweden for Payments made in Swedish Krona, or located in a Euro Country for Payments made in Euros to be credited (or debited in the event of a return or reversal) by Concur under the Expense Pay – EMEA extended service.

“Payee” means either an Expense Reimbursement Payee or Corporate Card Payee.

“Payment Request” means, for each transfer of funds from the Customer Bank Account or the Pre-Fund Account, as applicable, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.

“Payment Schedule” means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay - EMEA extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – EMEA extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.

“Payments” means, as applicable under the Expense Pay – EMEA extended service, (1) Reverse Wires/Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the Concur Bank Account, and the applicable Credit process of transferring funds from the Concur Bank Account to a Payee Bank Account, and (2) payments made pursuant to the payment process of transferring funds from the Pre-Fund Account to a Payee Bank Account.

“Pre-Fund Account” is a Concur Bank Account set up for Customer at Concur’s Bank that is pre-funded by Customer’s transfer of funds into that Concur Bank Account for the purpose of Concur’s processing of Payments to Payees.

“Reverse Wire(s)” means a payment mechanism facilitated by the Society for Worldwide Interbank Financial Telecommunication (also known as “Reverse Wire MT101”) enabling Concur to request funds to be transferred from the Customer Bank Account to the Concur Bank Account, or the funds transferred through this process, as applicable.

- 7.4.4 Expense Pay – APA** - The Expense Pay – APA extended service consists of the Concur processes of drawing funds from a Customer’s bank account to a Concur account to: (1) reimburse the Customer’s expense report filers and/or (2) schedule payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below. The Expense Pay – APA extended service facilitates funds transfers in Australia, Hong Kong, New Zealand, Singapore and India. All Payments in Australia are made in Australian dollars. All Payments in Hong Kong are made in Hong Kong Dollars. All Payments in New Zealand are made in New Zealand Dollars. All Payments in India are made in Indian Rupees. All Payments in Singapore are made in Singapore dollars.

- **Concur's Performance:** If the Expense Pay – APA extended service is implemented for Customer, then Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the implementation is completed:
 - o Receiving each Payment Request from the Service.
 - o Where Payments will be processed through the Direct Debit process:
 - Initiating, on Customer's behalf, a Direct Debit from the Customer Bank Account to fully fund a given Payment Request in accordance with the Payment Schedule.
 - Initiating, on Customer's behalf, Credits to the specified Payee Bank Accounts that correspond to a given Payment Request after Concur's Bank confirms to Concur: (1) receipt of sufficient funds via the Direct Debit to effect full payment under such Payment Request, and (2) the debited funds are deposited and cleared into the Concur Bank Account. Concur will have no obligation to initiate Credits, or otherwise transfer funds for the benefit of Payees, until Concur receives confirmation from Concur's Bank that the funds transferred from the Customer Bank Account to the Concur Bank Account have cleared and are sufficient to effect full payment to all Payees under a Payment Request.
 - Reversing, in its discretion or at Customer's written request, any payment in the event of an error, such as the following: (1) duplication of a previously-initiated Direct Debit or Credit, (2) a Direct Debit or Debit initiated to an unintended recipient, or (3) a Direct Debit or Credit initiated in an amount different from the amount that the recipient was entitled to receive under the Expense Pay – APA extended service. Local banking rules and regulations limit the amount of time for reversals. While Concur will reasonably cooperate with Customer's requests for reversals, it does not control the reversal process and cannot guarantee results.
 - Concur will only process Payments through the Direct Debit process where such Payments are supported by the Expense Pay – APA extended service.
 - o Where Payments will be processed through a Pre-Fund Account:
 - Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
 - Initiating on Customer's behalf Payments to the specified Payee Bank Accounts that correspond to a given Payment Request after Concur's Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
 - Concur will only process Payments through a Pre-Fund Account where such Payments are supported by the Expense Pay – APA extended service.
 - o Confirming to Customer all Payments that Concur is able to process and notifying the Customer of all Payments that Concur is unable to process for any reason.
 - o Concur will be liable for any Payment made due to a Concur error that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee. Such Concur liability is contingent upon Customer making an appropriate assignment of claims to Concur and fully cooperating with Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
 - o Customer shall reimburse Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by Concur in connection with steps Concur takes to reverse any Payment made in the event of an error, other than a Concur Error.
 - o Notwithstanding anything to the contrary, neither Concur nor Concur's Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments (including Direct Debit or Credit entries) or effecting Scheduled Payments (a) after reasonable efforts to verify such entries by the required security procedure have failed, (b) due to Customer's

creditworthiness, or (c) due to Customer's failure to timely deliver funds to Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party's gross negligence or willful misconduct.

- **Customer's Performance:** If the Expense Pay – APA extended service is ordered by Customer, then Customer agrees to the following:
 - o Customer hereby authorizes Concur and Concur's Bank to initiate, on Customer's behalf, Payments for each Payment Request, including (1) where Payments will be processed through the Direct Debit process, (a) initiating Direct Debits draw from the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (b) initiating Credits to the specified Payee Bank Accounts that correspond to a given Payment Request, and (2) where Payments will be processed through a Pre-Fund Account, (a) depositing funds in a Pre-Fund Account and (b) initiating fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
 - o Customer will be responsible for the following:
 - Where Payments will be processed through the Direct Debit process, providing a Customer Bank Account at Customer's Bank for the Expense Pay – APA extended service and obtaining (and providing to Concur) written authorization, as applicable, to allow the transfer of funds via Direct Debit from the Customer Bank Account to the Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority). Where required by applicable banking rules and regulations, Customer must provide a copy of such written authorization to Customer's Bank.
 - Where Payments will be processed through a Pre-Fund Account, requesting a Pre-Fund Account, through the Service.
 - Determining the Payment Schedule that it wishes for Payments to Payees.
 - Providing written authorization in a form approved by Concur and/or for Concur's Bank to do the following on Customer's behalf: (1) initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (2) initiating ACH Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request.
 - Obtaining all necessary and appropriate authorizations from each Payee (a "Payee Authorization") prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account and reversals of credits made to such account to recover funds credited to such account in error. In addition, for each Payee, Customer must obtain written agreement from such Payee and Payee's Bank on an accepted file and remittance instruction format, which must be in a format that is supported by Concur.
 - Providing any other specific authorizations or account opening documents that Concur requires of the Customer to provide prior to initiating service under the Expense Pay – APA extended service.
 - At the request of Concur or Concur's Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay - APA extended service.
 - Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to Concur upon request.

- Examining all statement of accounts, notices, and other reports it receives from Concur or Customer's Bank relating to Payments and promptly notifying Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
 - The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
 - Providing sufficient funds in the Customer Bank Account or the Pre-Fund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule by Direct Debit against the Customer Bank Account.
 - In the event of an Overdraft:
 - Concur will promptly notify Customer and will have the right to deny additional Payments until Customer fully reimburses Concur for any Payments settled prior to such action by Concur (if any) and fully corrects the Overdraft.
 - Customer unconditionally promises to pay to Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at a rate of 1.5% per month or the highest interest permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a Concur Bank Account).
- o Using its best efforts to cooperate with Concur, law enforcement, any relevant payment services provider, and banking authorities to assist in the recovery of funds erroneously included in any Payment issued to any Payee or credited to any Payee Bank Account in error.
 - o With respect to Payments processed through Direct Debit processes, under applicable banking rules and regulations in each country, Customer is the originator of all Direct Debits and Credits under the Expense Pay – APA extended service. As such, Customer represents, warrants, and covenants that all Payees have authorized entries to their bank accounts and Customer will pay for all Credits. In addition, if any debit to a Payee Bank Account reversing or correcting a previously submitted Credit is returned for any reason, Customer unconditionally promises to pay the amount of such debit upon demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into a Concur Bank Account).
- **Additional Terms:** Both parties agree to: (1) comply with all applicable banking rules and regulations and all applicable laws in connection with the Expense Pay – APA extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - APA extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - APA extended service will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - APA extended service.
 - **Definitions:** For purposes of Expense Pay - APA, the following terms will have the meanings specified below:

“**ACH**” means Automated Clearing House, which is a funds transfer system governed by the rules of the Singapore Automated Clearing House (“SACH”) that provides for the interbank clearing of electronic entries for participating financial institutions.

“**BECS**” means the Bulk Electronic Clearing System, which is a funds transfer system governed by the rules of the Australian Payments and Clearing Association (“APCA”) that provides for the interbank clearing of electronic entries for participating financial institutions.

“Concur Bank Account” means a Concur account at Concur’s Bank through which Payments may be processed by Concur under the Expense Pay – APA extended service.

“Concur’s Bank” means one or more financial institutions identified by Concur and which Concur may change from time to time in its discretion to initiate Direct Debits and Credits or to establish a Pre-Fund Account, as applicable, for processing of Payments under the under Expense Pay – APA extended service.

“Corporate Card Payee” means a third-party corporate card provider identified to Concur by Customer that Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay – APA extended service.

“Credit(s)” means a transfer of funds into a bank account, or the funds transferred using this process, as applicable.

“Customer Bank Account” means a Customer account at Customer’s Bank identified to Concur by Customer as the account located in the applicable country to be debited (or credited in the event of a return or reversal) by Concur under the Expense Pay – APA extended service. For Direct Debits and Credits made in Australia the Customer Bank Account must be domiciled in Australia. For Direct Debits and Credits made in Hong Kong the Customer Bank Account must be domiciled in Hong Kong. For Direct Debits and Credits made in New Zealand the Customer Bank Account must be domiciled in New Zealand. For Direct Debits and Credits made in Singapore, the Customer Bank Account must be domiciled in Singapore.

“Customer’s Bank” means the financial institution located in the applicable country identified to Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.

“Direct Debit(s)” means the applicable mechanism by which Concur will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable. The applicable Direct Debit processes include the drawing of funds pursuant to ACH, BECS, ISL, and the autodebit process in Hong Kong.

“Expense Reimbursement Payee” means a user identified to Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay – APA extended service.

“ISL” means the Interchange and Settlement Limited (ISL) which is a payment clearing system used for electronic funds transfers in New Zealand.

“Overdraft” means either: (1) Customer’s failure to provide sufficient funds to fully cover any Payment Request debited to a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Direct Debit drawn against a Customer Bank Account to fund a Payment Request.

“Payee” means either an Expense Reimbursement Payee or a Corporate Card Payee.

“Payee Bank Account” means a Payee account at Payee’s Bank identified to Concur by Customer or such Payee as the account located in the applicable country to be credited (or debited in the event of a return or reversal) by Concur under the Expense Pay – APA extended service.

“Payee’s Bank” means the financial institution located in the applicable country and identified to Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.

“Payment Request” means, for each transfer of funds from the Customer Bank Account or the Pre-Fund Account, as applicable, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.

“Payment Schedule” means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by

Customer during the implementation of the Expense Pay – APA extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – APA extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.

“Payments” means, as applicable under the Expense Pay - APA extended service, (1) Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the Concur Bank Account, and from the Concur Bank Account to a Payee Bank Account and (2) payments made pursuant to the payment process of transferring funds from the Pre-Fund Account to a Payee Bank Account.

“Pre-Fund Account” is a Concur Bank Account set up for Customer at Concur’s Bank that is pre-funded by Customer’s transfer of funds into that Concur Bank Account for the purpose of Concur’s processing of Payments to Payees.

7.4.5 Expense Pay – Japan - The Expense Pay - Japan extended service facilitates payments to (1) reimburse the Customer’s expense claim filers and/or (2) schedule payment to the Customer’s supported corporate card issuer for corporate card charges and fees, as further set forth below. All payments in Japan are made in Japanese Yen.

- **Concur’s Performance:** If the Expense Pay – Japan extended service is implemented for the Customer, then Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the implementation is completed:
 - o Receiving each Payment Request from the Service.
 - o Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
 - o Initiating, on Customer’s behalf, Payments to the specified Payee Bank Accounts that correspond to a given Payment Request after Concur’s Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
 - o Confirming to Customer all Payments that Concur is able to process and notifying the Customer of all Payments that Concur is unable to process for any reason.
 - o Concur will be liable for any Payment made due to a Concur error that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee. Such Concur liability is contingent upon Customer making an appropriate assignment of claims to Concur and fully cooperating with Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
 - o Notwithstanding anything to the contrary, neither Concur nor Concur’s Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments or effecting scheduled Payments (a) after reasonable efforts to verify such Payments by the required security procedure have failed, (b) due to Customer’s creditworthiness, (c) due to Customer’s failure to timely deliver funds to Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party’s gross negligence or willful misconduct.
- **Customer’s Performance:** If the Expense Pay – Japan extended service is ordered by Customer, then Customer agrees to the following:
 - o Customer hereby authorizes Concur and Concur’s Bank to initiate, on Customer’s behalf, Payments with respect to each Payment Request, including initiating (1) depositing funds in a Pre-

Fund Account and (2) fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.

- o Customer will be responsible for the following:
 - o Requesting a Pre-Fund Account during the implementation of the Expense Pay – Japan extended service.
 - o Determining the Payment Schedule that it wishes for Payments to Payees.
 - o Providing written authorization in a form approved by Concur and/or for Concur's Bank to perform the activities associated with the Expense Pay – Japan extended service.
 - o Obtaining all necessary and appropriate authorizations from each Payee (a "Payee Authorization") prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account and reversals of credits made to such account to recover funds credited to such account in error. In addition, for each Payee, Customer must obtain written agreement from such Payee and Payee's Bank on an accepted file and remittance instruction format, which must be in a format that is supported by Concur.
 - o Providing any other specific authorizations or account opening documents that Concur requires of the Customer to provide prior to initiating service under the Expense Pay – Japan extended service.
 - o At the request of Concur or Concur's Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay – Japan extended service.
 - o Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to Concur upon request.
 - o Examining all statement of accounts, notices, and other reports it receives from Concur or Customer's Bank relating to Payments and promptly notifying Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
 - o The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
 - o Providing sufficient funds in the Customer's designated Bank Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule. Using its best efforts to cooperate with Concur, law enforcement, any relevant payment services providers, and banking authorities to assist in the recovery of funds erroneously included in any Payment issued to any Payee or credited to any Payee Bank Account in error.
 - o Customer shall reimburse Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by Concur in connection with steps Concur takes to reverse any Payment made in the event of an error, other than a Concur Error.
- **Additional Terms:** Both parties agree to: (1) comply with all applicable Zengin rules and all applicable laws in connection with the Expense Pay – Japan extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - Japan extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - Japan extended service will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - Japan extended service.

- **Definitions:** For purposes of the Expense Pay – Japan extended service, the following terms will have the meanings specified below:

“Concur Bank Account” means a Concur account at Concur’s Bank through which Payments may be processed by Concur under the Expense Pay – Japan extended service.

“Concur’s Bank” means the financial institution identified by Concur to establish a Pre-Fund Account.

“Corporate Card Payee” means a third-party corporate card provider identified to Concur by Customer that Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay – Japan extended service.

“Expense Reimbursement Payee” means a user identified to Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay – Japan extended service.

“Payee” means either an Expense Reimbursement Payee or a Corporate Card Payee.

“Payee Bank Account” means a Payee account at Payee’s Bank identified to Concur by Customer or such Payee as the account located in the applicable country to be credited (or debited in the event of a return or reversal) by Concur under the Expense Pay – Japan extended service.

“Payee’s Bank” means the financial institution located in the applicable country and identified to Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.

“Payment Request” means, for each transfer of funds from the Pre-Fund Account, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.

“Payment Schedule” means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – Japan extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – Japan extended service, (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.

“Payments” means payments made pursuant to the [Zengin] payment process of transferring funds from the Pre-Fund Account to a Payee Bank Account under the Expense Pay – Japan extended service.

“Pre-Fund Account” is a Concur Bank Account set up for Customer at Concur’s Bank that is pre-funded by Customer’s transfer of funds into that Concur Bank Account for the purpose of Concur’s processing of Payments to Payees.

“Zengin” is the local payment clearing system in Japan.

7.5 Budget Insight

Budget Insight is an extended service that can be ordered under the Travel & Expense, Expense, or Concur Request - Stand-Alone service type(s) for an additional fee. When activated additional budgeting capabilities are made available to the Customer through the Service. Budget Insight consists of the following:

- Ability to input the Customer’s planned budget data by period and track it against actual budget usage through Service for that period.
- Ability to establish a budget approval workflow process for Concur Requests and expense reports (as applicable).
- Ability to view the Customer’s budget information within the approval workflow process and in reports and dashboards.

7.6 Risk Messaging – Add-on

Risk Messaging – Add-On is an extended service module which can be ordered under the Travel, Travel & Expense, or Expense service types for an additional fee. The Risk Messaging – Add-on extended service module includes the following extended services which can be individually ordered:

7.6.1 Risk Messaging Essentials

The Risk Messaging Essentials service enables Customer to identify and confirm the location of all users that are assigned the Risk Messaging Essentials attribute (“Registered Users”) and communicate with them during unplanned or routine events. It consists of the following functionalities:

- Import of data:
 - Import of profile, booking, TripLink® and Concur Request data which are available in the Concur Travel & Expense database.
 - Import of booking data from other data sources for a fee per data source as specified in the applicable Sales Order Form (e.g., TMC, GDS, Mid- and Back-Office or other available data sources)
 - Import of risk content (alerts and notices) from a content provider selected by Concur.
 - Import of flight delay and cancellation content from a content provider selected by Concur.
 - Import of user-provided location via:
 - Check-in from Concur mobile apps;
 - Check-in from Concur Travel web interface.
- Access to the web-based administration interface with an unlimited number of administrators. Each administrator can be configured to access all or a restricted number of the areas in the admin portal.
- Access to a Destination Services functionality, which enables the administrator to create and manage rules for automated message delivery.
- Access to a Policy Manager functionality, which enables the administrator to create and manage rules for automated message delivery.
- Access to a MapCast functionality, which enables the Risk Messaging Essentials administrator to:
 - view a global map and search for the location of all Registered Users. Registered Users will display on the map if they either have completed a Location Check-In via the conTgo Mobile App or have an itinerary imported through Triplt or Risk Messaging Essentials. The location check-in:
 - Transmits the Registered User’s location at a single point in time to the service; and
 - Allows the Registered User to communicate through the Risk Messaging Essentials service using keywords or free text as described below.
 - select certain Registered Users based on a variety of filtering and selection options.
 - communicate directly with the selected Registered Users from the map interface using the following options:
 - Name of communication event;
 - Content to be delivered;
 - Type of communication (Alert: i.e., 2-way; or Broadcast: i.e., 1-way);
 - Override opt-out;
 - Time of delivery (instant or delayed).
- o Delivery of the message using any selected available communication channel, including e-mails, SMS texts and app push notifications. If the message is sent as an alert message, the Registered Users included in the message are color-coded based on whether the Registered User received and responded to the message.
 - access a list of all individuals who were included in a message, including the option to mark the status of an individual as “OK” even though they have not yet responded or responded with a word other than “OK”;
 - display the current risk summary per country, and the last received risk event for selected country;
 - display detailed booking data (segments) for a selected Registered User;

- display a list of selected Registered Users, which can be exported as an Excel or CSV file.
- Access to a Share functionality, which enables the administrator to review all share designated messages sent by Registered Users.
- Ability for the Risk Messaging Essentials administrator to send information to Registered Users via the Broadcast and Alert functionalities:
 - Such information communication is composed of the following:
 - a message (free text entered by the administrator, considering that long messages may have to be split into several);
 - a medium (e-mails or SMS text messages); and
 - a recipient ID (e-mail address or telephone number).
 - Broadcast messages are delivered as a one-way communication with no option for Registered Users to respond.
 - Alert messages are delivered as a two-way communication with an option for the Registered Users to respond via the same medium with a brief message based on the administrator's request.
 - The administrator can select the Registered Users to be included in the communication, based on their current, past or future location, or to Registered Users based on airport, airline, flight number and flight date filtering.
- Ability for the Customer to use keywords to be used for automated responses to Registered Users within defined levels. When a keyword is used, the relevant response will automatically be delivered to the Registered User, while an optional message can be generated with the information about the user, their current location and the keyword used.
- Ability for the Customer to process risk contents and inform Registered Users as follows:
 - Automated import of risk events referred to as risk alerts and risk notices from Concur's selection of risk content providers.
 - The imported risk content is matched against all itinerary data for identification of Registered Users who are present in the same location as the risk event or have an active itinerary which will put them in the same location as the risk event within the next 48 hours.
 - An impact e-mail is sent to the designated e-mail address or addresses with a description of the risk event and a listing of all impacted Registered Users.
 - The impact e-mail can result in an automated delivery of the risk event directly to each impacted Registered User subject to the risk level threshold defined in the administration setup. If the risk event risk level is equal to or higher than the risk level threshold, then all impacted individuals receive a copy of the risk event via SMS text message delivery.
- Ability for the Customer to deliver automated pre-travel advisory ("PTA") e-mails and review delivery status of past PTA e-mails.
 - PTA e-mails are branded using the Concur logo and name;
 - Customer can define the number of days before departure the PTA e-mail shall be created and sent;
 - Customer can define risk level threshold (1-5 scale) which will result in the delivery of a PTA e-mail; and
 - e-mail address to be used for notifications of failed e-mail delivery;
- Access to a Group functionality, which enables the administrator to manually create a group of travelers. These groups created by the administrators will have a communications feature. An administrator will be able to search for Groups and manually push messages via the Communicate Tab to all Travelers in the defined Group.

When used in combination with the Concur Travel & Expense, Expense or Concur Request – Standalone service types, the following additional functionalities are made available to the Customer:

- Automated synchronization of any changes made to the Concur profile data including the use of "place of work" as an active location indicator for non-travelling Registered Users;
- Registered Users can complete a Location Check-In using Concur mobile;

- Within the MapCast functionality, use of “Place of work” as a selection criteria for communication to Registered Users. Registered Users will also display on the global map if they have one of these:
 - Default location if included in their Concur profile;
 - Travel itinerary;
 - TripLink® itinerary;
 - An approved Concur Request itinerary.
- Ability to import and present approved Concur Requests submitted via the Concur Request – Standalone service.

- **Additional Terms**

- o Customer acknowledges and agrees that the use of short message transmission services, also known as SMS messaging or text messaging (collectively, “SMS messaging”) and e-mail, as a means of sending messages to Registered Users as part of the Risk Messaging Essentials service can result in delayed, undelivered or incomplete messages from time to time and that the process of transmitting messages via SMS messaging or e-mail can be unreliable and includes multiple third parties that participate in the transmission process, including a given Registered User’s mobile network operator and intermediary transmission companies whose respective networks and transmission can individually or in combination result in delayed, undelivered, or incomplete messages. Customer further understands and agrees that it should not in any way rely upon SMS messaging or e-mail as part of the Risk Messaging Essentials service for the safety of any child or other individual and that given the inherent risks of delay, lack of delivery or incompleteness, it is and would be under any circumstances unreasonable to do so and Customer assumes all risk associated with any such delay, lack of delivery or incompleteness. The Risk Messaging Essentials service does, however, allow multiple modes of communication to increase the likelihood of transmission without further guaranty.
- o Customer acknowledges that messages will be transmitted in an unencrypted format. To the extent permitted by law, Concur may intercept and disclose any messages transmitted over the Concur or its agent’s network to the extent reasonably necessary to protect the operation of such network, or to comply with any legal, regulatory, governmental, or network operator inquiries or requirements.
- o Customer acknowledges that, due to local laws or regulations, Concur may, from time to time, be unable to deliver SMS messages or e-mail into a given country (e.g., whitelisting or foreign origination messages), in which case Concur shall not be responsible for any such non-delivery.
- o Customer acknowledges that it shall not use the Risk Messaging Essentials service for transmitting messages to any individual or Registered User that: (i) Customer does not have a legal right to send such messaging or have revoked or otherwise have not agreed to receive such messaging from Customer (with the exception of mandatory emergency messages relating to safety and security of individuals, including Registered Users); or (ii) contains material or language in such messaging that is promotional or political in nature, illegal, harassing, coercive, abusive or is otherwise unauthorized by the Registered User, outside the scope of emergency messages, or informational messages relating to travel or business as disclosed in the notice Concur may have provided to Registered Users, or outside the scope of notice provided by Customer if Customer has agreed to provide such notices. Customer acknowledges that it is Customer’s responsibility to provide any notices and obtain all consents required by law or contract, or to review any notice and consent experience offered by Concur to ensure that such notice and consent experience meets Customer’s legal and contractual obligations, prior to sending or directing Concur to send any messages under the Risk Messaging Essentials service.
- o Customer acknowledges that if it receives any complaints from a Registered User regarding Customer’s use of the Risk Messaging Essentials service, including any opt-out request from a Registered User, it will immediately provide notice of such complaint or opt-out request to Concur for review and processing. Customer further agrees that in the event Concur receives a request from a Registered User, either directly from Registered User or through Customer, to revoke the Registered User’s consent to receive SMS messages relating to the Service, then Concur shall be entitled to remove the Registered User from the receipt of informational SMS messages relating to the Service

and to reject requests by the Registered User to be removed from mandatory emergency-related SMS messages without any further liability or obligation of Concur to Customer.

- o Customer shall communicate and regularly update Concur or the Risk Messaging Essentials service with current mobile phone numbers available for SMS message purposes, including mobile phone numbers that must be removed from the Risk Messaging Essentials service (e.g., departed employees) related to a Registered User.

- **Service Level Commitments for Risk Messaging Essentials.**

Notwithstanding anything in the Service Description Guide to the contrary, the Client Support Services and the Service Level Commitments set forth below shall apply to the Risk Messaging Essentials service.

- **Definitions**

- o **“RM Service Availability”** means the percentage of total time in a given calendar month during which the Risk Messaging Essentials service is available to Customer, excluding Excused Downtime. Service Availability is calculated in accordance with the following formula:

$$a = \frac{[(b - c) - d] \times 100}{b - c} \text{ where:}$$

“a” = the actual percentage of availability in such month;

“b” = the total number of hours in such month;

“c” = the total number of hours of Excused Downtime in such month; and

“d” = the total number of hours that the Service is not available in such month, less any Excused Downtime (“Unexcused Downtime”).

- o “Excused Downtime” means, collectively, (a) downtime to perform routine planned maintenance during the Concur standard maintenance windows (which windows shall not exceed two (2) hours per week and shall not occur from 6:00 a.m. Monday to 10:00 pm. Friday, per Customer’s Processing Time Zone), (b) scheduled downtime approved in writing by Customer, or (c) downtime due to any factors beyond Concur’s reasonable control. Concur will provide Customer with notice of scheduled downtime at least 72-hours in advance of such downtime.
- o “Processing Time Zone” means, for a given Customer, a single overnight processing time zone selected for Customer for the Service, which time zone may be Eastern Time, Central Time, Pacific Time, Greenwich Mean Time, or Australian Eastern Time.
- o “Business Hours” means, for a given Customer, the hours of 8:00 a.m. Monday to 5:00 p.m., Friday, excluding Concur holidays, per Customer’s Processing Time Zone.
- **Service Availability.** Following commencement of the Service, Concur will achieve at least 99% RM Service Availability in each calendar month during the term of the Agreement between the Customer and Concur. Customer’s exclusive remedy and Concur’s entire liability for any failure to achieve the service level described above will be as follows: (a) for a failure in a given month, such remedy shall be Customer’s right to receive a 5% credit against its recurring fees for the Risk Messaging Essentials service on the next invoice period; and (b) in addition to the remedy set forth in clause (a) above, for a failure in any three (3) months in any twelve (12) consecutive month period, such remedy shall be Customer’s right to terminate the Risk Messaging Essentials service, by delivery of a written notice of termination and such termination shall be effective as of the date of such notice.
- **Client Support Services for Risk Messaging Essentials**
 - **Support Service Availability** - Customer will have access to Client Support Services via email through: riskmanagementsupport@concur.com for reporting of an Incident. An “Incident” is a reproducible abnormal behavior of the Risk Messaging Essentials service that prevents web access to the Risk Messaging Essentials service, failure of bookings to import into the Risk Messaging Essentials service or failure of messages to be sent from the Risk Messaging Essentials service.

- **Incident Corrections** - Concur will use its reasonable efforts to correct each Incident with a level of effort commensurate with the severity of the Incident as described below, provided that Concur shall not be responsible for correcting any issue not attributable to the Risk Messaging Essentials service and under the reasonable control of Concur.
- **Definitions of Priorities**
 - Priority 1 (P1): This is a severe Incident in the production environment, resulting in the Risk Messaging Essentials service being completely unavailable or all messages failing to be sent from the Risk Messaging Essentials service, and no work-around is available.
 - Priority 2 (P2): This is a serious Incident in a production environment causing degradation of the functionality for a significant group of users or failure of a significant number of messages failing to be sent from the Risk Messaging Essentials service (where “significant” means impacting at least 20 users or 10% of the messages being sent from the Risk Messaging Essentials service).
 - Priority 3 (P3): This is an Incident in a production environment, causing degradation of the functionality for a small number of users or small number of messages failing.
 - Concur reserves the right to assign and re-assign priority to an Incident to render it consistent with these definitions.
- **Exclusions and Limitation.** Concur is not required to provide any Client Support Services relating to issues arising outside of the Concur system or network and beyond the reasonable control of Concur (e.g., issues originating outside of the Concur firewall).
- **Client Support Service Level.** Following commencement of the service, Concur will achieve the following for the Concur Risk Messaging Essentials service during the term of the Agreement between the Customer and Concur:
 - o **Client Support Service Responsiveness** - Upon receipt of an Incident notification, a Concur technical support representative will reply to the applicable Authorized Administrator to discuss an Incident within one (1) hour for a P1 Incident, within two (2) Business Hours for a P2 Incident, and within eight (8) Business Hours for a P3 Incident.
 - o **Client Support Service Target Resolution** - Upon Concur’s identification of an Incident with the Service, Concur will target resolution of the Incident within two (2) hours for a P1 Incident, within two (2) days for a P2 Incident, and within fourteen (14) days for a P3 Incident. If resolution requires development or configuration resources or engagement of 3rd party vendors, then target resolution is as Concur reasonably determines to be appropriate under the circumstances.
 - o **Escalation and Resolutions Procedures** - The escalation contact matrix will be communicated to the Customer by their Concur service account team at support kick-off meeting or at subsequent meetings. In addition, the Customer may bring the Incident to the attention of Concur management, via the Concur support portal (add incident comment stating the reason for the escalation and select the escalate feature). The escalate feature notifies Customer support management and assigned staff for escalation. Customer shall not make such request until after an attempt to contact the assigned Concur representative and the incident is outside of the on-going communication timelines or target resolution timeline for a P1 or P2.
- **Reporting** - Concur will make available to Customer reporting on a monthly basis a complete and accurate set of reports (“Reports”) monitoring compliance with the service levels set forth above for the Risk Messaging Essentials service. Concur will provide to Customer access to such Reports on a monthly basis for the prior months service upon Customer’s request to the Concur help desk.
- **Training** - Training services for the Risk Messaging Essentials service are provided to Customer’s Authorized Administrator(s) and consists of an Administration guide that provides step-by-step instructions for the most important tasks, including how to create and broadcast an alert (as applicable). Additional training can be provided for an additional charge.

7.6.2 Risk Messaging Premium

The Risk Messaging Premium extended service includes the services described above that are applicable to the Risk Messaging Essentials extended service, together with the following additional services:

- Import of data:

- o Import of booking data from third party data sources other than through the Concur platform at no extra cost per data source;
- o Import of booking data in multiple formats from a single TMC;
- o Option for Customer to select a third party risk content provider and connect the content source to the open risk content API in accordance with Concur's specifications. The Customer shall reimburse Concur in respect of any costs paid by Concur in connection with the connection of a new risk content provider, except as otherwise expressly agreed in writing by the parties.
- PTA e-mails:
 - o Option for Customer to do a specific branding of the PTA e-mail subject to additional conditions.
 - o Option for Customer's specific content to be inserted into the PTA e-mail subject to additional conditions.
- Destination service rules, including the option to upload once per year multiple destination service rules with automated rules creation based on a specified data format. Additional uploads may be purchased for an additional fee.

7.7 User Support Desk

User Support Desk is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types for an additional fee per service type. User Support Desk consists of the following:

- Performing the following first-level support service by telephone (via a toll-free telephone number) or live chat or case submittal via the Support Portal for Customer's end users:
 - o Answer user questions regarding the operation and function of the Customer's configuration of the Service;
 - o Answer user questions regarding the Customer's specific configuration of the Service in accordance with pre-defined parameters established during the implementation of the User Support Desk service, and promptly escalate questions outside of such pre-defined parameters to the Customer's service administrator and then the Customer's service administrator communicates the response required back to the applicable end user; and
 - o Escalate issues reported by users regarding an actual or suspected error or problem with the Service within Concur for incident identification, troubleshooting, and resolution.
- Providing the first-level support service described above, as follows:
 - o Twenty-four (24) hours per day, seven (7) days per week, including Concur holidays in the English language, for Travel & Expense, Expense and Invoice Processing;
 - o Support in Europe: 08:00 through 17:00 GMT Monday through Friday, excluding Concur holidays, in German, French, Italian and Spanish only for Travel & Expense or Expense Customers;
 - o Support in North & South America: 06:00 through 14:00 PST Monday through Friday, excluding Concur holidays, in French and Spanish only for Travel & Expense or Expense Customers; and
 - o Support in Asia: 09:00 through 18:00 China Standard Time Monday through Friday, excluding Concur holidays, in Mandarin for Travel & Expense or Expense Customers;
 - o Language support for User Support Desk for Invoice Processing is provided in English only, 07:00 through 16:00 Pacific Standard Time Monday through Friday.
- Providing access to a Concur Knowledge Base, where Customers can find answers to common questions; and
- Providing access to a service report which can be generated by the Customer in the Support Portal, which may include: (a) email address, (b) case #, (c) topic, (d) subject, (e) status, (f) date created, (g) date of last comment, and (f) date closed.

7.8 Service Administration

Service Administration is an extended service module which includes the extended services identified below that can be ordered under the Travel & Expense, Expense, Travel and/or Invoice Processing service types (as further set forth below) for an additional fee. The Service Administration service module includes the following extended services which can be individually ordered:

7.8.1 Service Administration - Service Administration consists of the following:

- Access to one or more Concur Service Administrators who will work with the primary Customer contact to provide the following:
 - o First point of contact for all support cases and configuration requests;
 - o Assistance with administrative requests;
 - o Annual maintenance of Customer's existing Service configuration using Concur standard configurations and rates (where available); and
 - o Review of monthly release notes and providing configuration best practices and strategies to meet business objectives.
- Access to the Service Administrator is provided via the Concur Support Portal (preferred), telephone, or email during normal business hours.
- Support is provided primarily in English. Spanish, Japanese, German and Mandarin support is available in limited markets and regions (provided that support tasks routed to other teams within Concur may be worked in English).
- By ordering the Service Administration extended service, Customer authorizes Concur to do the following:
 - o Initiate, on Customer's behalf, changes to the configuration of Customer's Service; and
 - o Liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by the Customer.

7.8.2 Service Administration – Elite – Service Administration – Elite is an extended service that can be ordered in connection with the Service Administration extended service under the Travel & Expense, Expense or Travel service type. Service Administration – Elite includes the services described above that are applicable to Service Administration along with the following:

- An annual review of Customer's Travel and/or Expense configurations. The Service Administrator and Customer will develop an agreed upon agenda for such review focusing on aspects of the configuration of interest to Customer. This review may include:
 - o Review of unused features that could benefit Customer;
 - o Opportunities to more effectively enforce Customer's travel & expense policies in the Concur service; and
 - o Discussion of Customer's goals around its travel and/or expense activities and how Concur can help to meet these goals.
- Facilitate up to four monthly status calls with Customer contacts representing multiple regions, business units, or subsidiaries, as applicable.
- Provide support for Customer's deploying Concur Expense or Travel & Expense to new regions or conversions to a new TMC. The Service Administrator will participate in implementation calls to provide background and guidance, working in partnership with the Concur implementation team and Customer.
- Annual maintenance of existing Travel Allowance configurations for standard or custom configurations and rates.
- If the Custom Travel Allowance service is implemented, provide support and guidance in completing the Custom Travel Allowance worksheet required for maintenance of such service.

7.8.3 Service Assistant - Service Assistant is an extended service that can be ordered under the Travel & Expense, Expense and/or Invoice Processing services types for an additional fee. Service Assistant consists of the following:

- Access to one or more Concur Service Assistant Coaches who will work with the primary Customer contact to provide the following:
 - o Assistance with administrative requests;

- o Annual maintenance of Customer's existing Service configuration using Concur standard configurations and rates (where available); and
- o Coaching sessions as requested.
- Access to the Service Assistant Coach is provided via the Concur Support Portal, dedicated phone line, chat or email during normal business hours.
- Support is provided in English.
- By ordering the Service Assistant extended service, Customer authorizes Concur to do the following:
 - o Initiate, on Customer's behalf, changes to the configuration of Customer's Service; and
 - o Liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by the Customer.

7.9 Expenselt® Services

The Expenselt® service is an extended module which can be ordered under the Travel & Expense and Expense service types for an additional fee.

7.9.1 Expenselt

Expenselt includes the following:

- The ability to take photos of receipts from a supported mobile device and send them to Concur for further processing;
- Automatic creation of an expense transaction through the Concur service which reads receipt information from receipt images received from authorized Expenselt users;
- Automatic matching of Expenselt generated transactions with corporate card transactions and trips; and
- Automatic itemizing of hotel folios received from authorized Expenselt users.

7.9.2 Expenselt Pro

Expenselt Pro includes the following:

- The ability to take photos of receipts from a supported mobile device and send them to Concur for further processing;
- Automatic creation of an expense transaction through the Concur service which reads receipt information from receipt images received from authorized Expenselt Pro users;
- Automatic matching of Expenselt Pro generated transactions with corporate card transactions and trips; and
- Automatic itemizing of hotel folios received from authorized Expenselt Pro users.

7.10 TripLink®

TripLink is an extended service which can be ordered under the Travel & Expense, Expense and Travel service types for an additional fee. TripLink includes the following:

- Ability to import itineraries from multiple sources;
- Ability to mix agency and imported bookings into a single Concur itinerary;
- Ability to manually manipulate consolidated itineraries in the Concur Travel Trip Library;
- Itinerary-based audit rules in Expense; and
- TripLink business trip data available in Cognos;

TripLink includes the ability to integrate with participating suppliers:

- Ability to capture, in the Concur Service, the corporate booking travel data for travel booked through a participating supplier.
- Ability to link a Concur Service profile with a participating supplier loyalty account.

- Ability to automatically access Customer's corporate discount when booking through a participating supplier.
- Ability to have participating supplier travel itinerary details accessible via the Concur Service and Concur mobile. Itinerary details may also be available via Triplt for those of Customer's users that have Triplt accounts and have connected that account with the user's Concur account.

7.10.1 Triplt Pro

For Customers located in the United States, Canada, the United Kingdom, Australia, Singapore, Malaysia and Hong Kong that are using the Concur US data center and that purchased the TripLink extended service, Customer users will be eligible for a free subscription to Triplt Pro. Activation of the free Triplt Pro subscription requires: (1) Customer users that do not already have a Triplt account to become Triplt users by creating a Triplt account and accepting the Triplt User Agreement and (2) the Triplt user to link the user's Concur account to the user's Triplt account. A Triplt user's free subscription to Triplt Pro will continue for so long as Customer has TripLink and such user continues to be a Customer user. Afterwards, the Triplt user may continue to use his or her Triplt account with his or her own paid Triplt Pro subscription or return to the basic free version of Triplt. Customer acknowledges that Triplt Pro shall only be available in the English language. A subscription to Triplt Pro includes the following:

- Syncing of travel itineraries between Concur and Triplt.
- Real-time flight alerts sent to the Triplt user via e-mail, push, or SMS notification (as designated by the user) of the following:
 - o Flight delays and cancellations;
 - o Gate changes;
 - o 24-hour check-in notification;
 - o Four (4) hour confirmation before departure;
 - o Connecting flight information with layover time, gates and current flight status; and
 - o Baggage claim information.
- Alternate flights search feature that allows Triplt users to view options for flights on the same and other airlines, including real-time seat availability. The Triplt user is responsible for contacting the airline or Travel Management Company to re-book the flight.
- Point Tracker feature that allows the Triplt user to track Triplt-designated loyalty program account information, such as balances activity, and expiration dates;
- Inner Circle feature that allows a Triplt user to designate other Triplt users for sharing and notification of travel plans, excluding trips designated as private by the Triplt user.
- Seat Tracker feature that allows the Triplt user to set seat preferences for a specific flight and receive a notification when a preferred seat becomes available.
- Monitoring of economy-class fares for U.S. routes on Triplt-designated airlines after a ticket is purchased. For qualifying reductions, Triplt will send to the Triplt user an email, push, or SMS notification (as designated by the user). The Triplt user is responsible for the airline to request a refund or credit.
- Travel benefits provided by Triplt's third party travel partners, as available and subject to the terms and conditions of the applicable third party travel partner.

7.10.2 Triplt for Teams - For Customers located in the United States, Canada, the United Kingdom, Australia, Singapore, Malaysia and Hong Kong that are using the Concur US data center, Customer has the option to activate Triplt for Teams to benefit from Triplt users' use of Triplt Pro. Customer acknowledges that Triplt for Teams shall only be available in the English language. Triplt for Teams includes the following:

- Ability to set up travel teams comprised of Customer users with Triplt accounts, with owner, admin, and traveler roles;
- Capabilities for travel admins to create and manage trip plans for travelers;
- Travel dashboard for travel admins to view upcoming travel plans for the team of travelers;

- Customer-level administration so the Triplt for Teams owner can create multiple teams for the Customer and control the membership of each team; and
- Team travel calendars for users.

7.11 Concur Request – Add-on

Concur Request – Add-on is an extended service that can be ordered under the Travel & Expense or Expense service type(s) for an additional fee. The Concur Request – Add-on extended service consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of Concur Requests under defined business policies and rules
- Ability to integrate with the Expense and the Travel & Expense service types to automate the creation of Concur Requests and expense reports.

7.12 Central Reconciliation

Central Reconciliation is an extended service that can be ordered under the Travel & Expense, Expense or Concur Request – Standalone service type(s) for an additional fee. The Central Reconciliation extended service consists of the following:

- Functionality that automates the centralized reconciliation of invoices generated by a company Lodge card. When purchased with Concur Request, invoices can be reconciled against pre-approved expenses included on a Concur Request;

Ability to integrate with the Concur Request service to allocate of invoices based on the Employee ID and allocations in the Concur Request header.

7.13 Invoice Management

Invoice Management is an extended service module which can be ordered under the Invoice Processing service type for an additional fee. The Invoice Management service module offers the following extended services which can be individually ordered:

7.13.1 Invoice Check Payments - Invoice Check Payments consists of the Concur process of printing Checks on behalf of the Customer using the Customer's identified bank account information for payment to a Customer's supplier in connection with invoices processed by Invoice Management by issuance and mailing of a Check. Invoice Check Payment is available for check payment processing in the United States (in United States dollars only) and in Canada (in Canadian dollars only).

- **Concur's Performance:** If Invoice Check Payment is implemented for the Customer, then Concur agrees to be responsible for the following, after Customer completes all pre-requisites described below and the implementation is completed:
 - o Receiving each Invoice Payment Request from Invoice Processing
 - o Initiating, on Customer's behalf, the issuance and mailing of a Check to pay a given Invoice Check Payment Request, each in accordance with the Invoice Payment Schedule.
 - o Confirming to Customer all Invoice Check Payments that Concur is able to process and notifying the Customer of all Invoice Check Payments that Concur is unable to process or mail.
 - o Concur will be liable for any Invoice Check Payment made due solely to a Concur error that is not in accordance with an Invoice Check Payment Request or otherwise approved by Customer. Such Concur liability is contingent upon Customer making an appropriate assignment of claims to Concur and fully cooperating with Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Invoice Check Payment. Such Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and Concur.
 - o Notwithstanding anything to the contrary, neither Concur nor Concur's Bank will be responsible for any damages arising from any decision to withhold or delay originating

Check payments or effecting scheduled Invoice Check Payments (1) after reasonable efforts to verify such entries by the required security procedure have failed, (2) due to Customer's creditworthiness.

- Customer's Performance: If Invoice Check Payment is implemented for the Customer, then Customer agrees to the following:
 - o Customer hereby authorizes Concur to issue, on Customer's behalf, a Check that corresponds to a given Invoice Check Payment Request.
 - o Customer will be responsible for the following:
 - Providing a Customer Bank Account at Customer's Bank for Invoice Check Payments.
 - Specifying Payment Terms that will determine the Invoice Payment Schedule for Invoice Check Payments to its Suppliers.
 - Providing information and images, such as company logo, company address, and digital signatures, necessary for Concur to prepare a Check template.
 - Providing written information in a form approved by Concur in order for Concur and Concur's Bank, as applicable, to perform Invoice Check Payments.
 - Providing sufficient funds in the Customer Bank Account to timely and fully cover all Invoice Check Payment Requests in accordance with the Invoice Payment Schedule. In the event of an Overdraft:
 - Notifying Customer's Bank for any stop payment request on an Invoice Check Payment.
 - Late payment fees owed to Suppliers.
 - Cooperating with Concur, law enforcement, and banking authorities to assist in the recovery of funds erroneously included in any Invoice Payment issued to any Supplier or credited to any Supplier Bank Account in error.
- **Additional Terms:** Both parties agree to: (1) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities, associated with Invoice Check Payment, and (2) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Invoice Check Payment will be available only for so long as Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for Invoice Check Payment.
- **Definitions:** For purposes of Invoice Check Payments, the following terms will have the meanings specified below:
 - "Check"** means a written order instructing Customer's Bank to pay upon its presentation to the applicable Supplier, a certain sum of money from the Customer Bank Account.
 - "Customer's Bank"** means the financial institution located in the United States identified to Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.
 - "Customer Bank Account"** means a Customer account at Customer's Bank identified to Concur by Customer as the account located in the United States to be debited (or credited in the event of a return or reversal) by Concur under Invoice Check Payments.
 - "Invoice Payment Request"** means, for each transfer of funds from the Customer Bank Account, the amount of Invoice Payments identified by Customer to be paid to applicable Suppliers in accordance with the Invoice Payment Schedule.
 - "Invoice Payment Schedule"** means the daily schedule for making Invoice Check Payments on a Supplier group basis.

“Invoice Payments” means the process of issuing and mailing a Check to a Supplier under Invoice Check Payments.

“Overdraft” means either: (1) Customer's failure to provide sufficient funds to fully cover any Invoice Check Payment Request on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Check drawn against a Customer Bank Account to fund an Invoice Check Payment Request.

“Supplier's Bank” means the financial institution located in the United States or Canada identified to Concur by Customer as the financial institution at which a Supplier maintains its Supplier Bank Account.

“Supplier Bank Account” means a Supplier account at Supplier's Bank identified to Concur by Customer as the account located in the United States or Canada to be credited (or debited in the event of a return or reversal) by Concur under Invoice Check Payments.

“Supplier” means a supplier of Customer identified to Concur by Customer as eligible to receive Invoice Payments in the amounts identified by Concur Invoice to be paid to such supplier under Invoice Check Payments.

7.13.2 Invoice Capture - Invoice Capture consists of the receipt and image capture of invoices, check requests, credit memos, and debit memos (collectively referred to below as “invoices”) and the uploading, validation, and assignment of such invoices in the Invoice Processing service for routing to begin the workflow process. Invoice Capture supports all currencies defined in the Invoice Processing service. Invoice Capture supports the following languages: English, Dutch, German, French, Spanish, Portuguese, Danish, Finnish, Norwegian, Swedish, Italian, Czech, Lithuanian, Latvian, Estonian, Turkish, Slovenian, Romanian, Hungarian, Chinese, Japanese, and Polish. Invoice Capture consists of the following actions:

- The requestor (i.e. a Customer user, vendor, or agent) sends an invoice by either email, fax, or hard-copy as set forth below:
 - o For emailed invoices, the requestor must email the invoice to a Customer specific email address that will automatically upload the image to the Invoice Capture service. The subject line should contain the Invoice Number and/or Vendor Name.
 - o For faxed invoices, the requestor must fax the invoice to a designated fax number that Concur has established for receiving invoices. Each such fax must include a cover page containing the Customer's name and the name and phone number of the requestor. Concur will then upload the file into the Invoice Capture service.
 - o For hard-copy invoices, the requestor must send the invoice to a designated post office box number. For each hard-copy invoice received as described above, Concur will open, sort, and prepare the invoice for imaging. Concur will then scan each hard-copy invoice and upload the image into the Invoice Capture service.
- Once the invoice has been received, the invoice is processed through optical character recognition (OCR) software. Concur will validate or input the following data fields into the Invoice Processing service: vendor name, invoice number, invoice date, currency and invoice total. Customer can elect to have the following additional fields captured: invoice tax total, invoice tax fields, invoice shipping total, invoice owner, and PO number. Customer can choose to have one additional Custom Data Element processed by the service.
 - o “Invoice Header” means the data elements on an invoice which define the overall Invoice document.
 - o “Custom Data Element” means any data element that can be found on the Invoice Header which is not part of the standard data elements (e.g., vendor name, invoice number, invoice date, currency, invoice total, invoice tax total, tax amounts, invoice shipping total, invoice owner and PO number) processed by the Invoice Capture service that is either a

System Recognizable Data Element or a Person Recognizable Data Element from the Invoice Header.

- o “System Recognizable Data Element” means a data element which is consistently included within the Invoice Header and is clearly labeled and not embedded within any text string like a description field.
- o “Person Recognizable Data Element” means a data element consistently included within the Invoice Header which is not clearly or consistently labeled, but has a pattern or identifier(s) provided in a written statement to Concur, and which Concur verifies their users will be able to identify.
- o “Non-Recognizable Data Element” means those data elements on the Invoice Header that are not a System Recognizable Data Element or Person Recognizable Data Element. These cannot be captured or processed as part of the Invoice Capture service.

Unless Invoice Line item Capture is purchased, one line item will be created for the entire amount of the invoice. It will be the customer’s responsibility to code that line item or break it into multiple line items in the Invoice Processing service.

- Once the validation step is completed, Concur will assign the invoice to the Customer’s Invoice Processing queue to begin the workflow process in the Invoice Processing service. The Customer will then assign the appropriate expense code and assign the payment request to the appropriate approver. Customer shall have the option to enable auto-capture of invoice owners. If auto-capture is enabled, and an invoice owner can be successfully identified on the invoice, the invoice will automatically be routed to that individual for coding.
- For invoices that pertain to a vendor not recognized by the Invoice Capture service, Concur will assign the invoice to a “Temporary - New Vendor”. The Customer will be responsible for creating an Approved Vendor record in the Invoice Processing service and assigning the invoice to that approved vendor.
- For invoices received by Concur electronically, the average overall processing time by the Invoice Capture service will ordinarily not exceed two (2) business days (excluding Concur holidays) calculated from when the invoice has been received by Concur to when the invoice appears in Customer’s processing queue.
- For invoices received via fax or through hard copy mail, the average overall processing time will take an additional one (1) to two (2) business days (excluding Concur holidays) beyond the standard timing of an invoice received electronically.
- If invoices received from a Customer cannot be attached to a payment request for any reason, such as no fax cover page or documents received that are not invoices, then Concur will send those invoices to the Customer for resolution. The customer has the choice of having the invoices shipped back to them or sent via email. If shipping is selected, the Customer is responsible for all shipping and handling costs associated with each shipment and needs to provide Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for such shipment. All origination and return locations must be identified during the Invoice Capture Implementation process. Documents other than invoices include, but are not limited to, receipts, statements, expense reimbursement forms, packing documents, vendor statements, collection notices, surveys, flyers, advertisements, price lists, catalogs or notices of change of address. As requested by the Customer during the configuration of the Invoice Capture service, Concur will dispose of all such hard-copy and electronically stored information received from the Customer during a given month by either one of the following options: (i) shredding such hardcopy information, and permanently deleting such electronic information, within thirty (30) days after uploading the applicable invoices as described above, or (ii) packaging such information in a single container per country, per Customer and mailing them to the Customer’s administrator for final disposition, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such

shipment. All origination and return locations must be identified during Invoice Capture Implementation process.

7.13.3 Invoice Line Item Capture - Invoice Line Item Capture can be ordered in connection with the Invoice Capture extended service and consists of the scanning or inputting and validation of receipt and image capture of invoices, check requests, credit memos, and debit memos (collectively referred to below as “invoices”) and the uploading, validation, and assignment of such invoices in the Invoice Processing service for routing to begin the workflow process. Invoice Line Item Capture supports all currencies defined in the Invoice Processing service. Invoice Line Item Capture supports the same languages that Invoice Capture supports. Invoice Line Item Capture consists of the following actions:

- Once the invoice is received and scanned through OCR as outlined in the Invoice Capture service above, Concur will validate or input the following data fields into the Invoice Processing service:
 - o Header-level: Vendor Name, Invoice Number, Invoice Date, Currency and Invoice Total. Customer can elect to have the following additional fields captured: invoice tax total, invoice shipping total, invoice owner, Tax Fields, and PO number.
 - o Line Item-level: Part Number, Description, Quantity, Tax Fields, and Unit Price.
- An average of five (5) line items per invoice are included in Invoice Line Item Capture . Line items in excess of that will incur an incremental charge. The incremental charge will be calculated based on the greater of (i) the actual invoice count in excess of the base invoice count for Invoice Line Item Capture or (ii) the actual line item count in excess of the total line items included in Invoice Line Item Capture for the actual invoice count in a given billing period. For example:
 - o A customer has a base of 1,000 invoices in a billing period and uses 500 invoices, up to 5,000 line items are included in Invoice Line Item Capture; line items in excess of 5,000 will be charged an incremental fee.
 - o A customer has a base of 1,500 invoices in a billing period and uses 1,500 invoices, up to 7,500 line items are included in Invoice Line Item Capture; line items in excess of 7,500 will be charged an incremental fee.
- Single invoices exceeding 40 line items will be processed as a single line item, capturing only the invoice total. All utility (electricity, gas, cable, etc.) invoices will also be processed as a single line item.
- All other actions outlined for Invoice Capture will also apply for Invoice Line Item Capture.

7.13.4 Purchase Requests for Invoice - Purchase Request for Invoice provides the ability to capture purchase information from users, route that information for approvals, and transform those requests into basic Purchase Orders. When Invoices are received and created within Concur Invoice Management, the system will attempt to match the Invoices to the appropriate Purchase Order.

7.14 Company Bill Statements

Company Bill Statements is an extended service that can be ordered under the Travel & Expense or Expense service type(s) for an additional fee. When activated, an additional type of expense report is made available to Customer known as a Statement Report. The Statement Report allows for the establishment of pre-defined periods. Payment card transactions are then automatically associated to a Statement Report based on their time stamp providing a means of collecting transactions for reconciliation based on statement dates.

7.15 Connectors and Web Services

Connectors and Web Services is an extended service module that includes the following extended services which can be individually ordered:

7.15.1 Concur Salesforce Connector: The Salesforce Connector is a non-custom real-time integration for existing Concur and Salesforce instances that can be ordered under the Expense or Travel &

Expense service types. The Salesforce Connector uses an individual's Salesforce access to enable them to associate active opportunities and contacts to expense entries and to make this data available for reporting. It also provides the ability to share travel plans via Chatter. The performance of Customer's Salesforce instance will determine the processing speed of the connector.

7.15.2 Custom Connector – Hosted: The Custom Connector – Hosted is an extended service that can be ordered under the Expense or Travel & Expense service types. The Custom Connector – Hosted extended service provides for the hosting of a custom connector by Concur on behalf of Customer.

7.15.3 Concur Financial Connector: The Concur Financial Connector is an extended service that can be ordered under the Expense, Travel & Expense or Invoice Processing service types. Each connector is a configurable, packaged financial connector ("Financial Connector") providing for the transfer of data between Customer's configuration of the Concur Service and the applicable Customer-supported financial accounting system.

- A separate Financial Connector is required for each instance of Customer's applicable financial accounting system.
- Each Financial Connector can be scheduled to post expense reports from the Service to Customer's applicable financial accounting system multiple times each day to ensure timely data synchronization.
- Concur will monitor and assist in the resolution of errors related to the posting of expense reports from the Service to Customer's applicable financial accounting system, working with Customer when necessary.
- Concur will make changes to the Financial Connector in order to accommodate modifications to the Concur Service (a) made by Concur or (b) made by Customer (if such modifications are approved by Concur in writing) and to accommodate configuration modifications or system upgrades to the applicable Customer financial accounting system, provided that such changes pertain to and are necessary for the continued function of the Financial Connector.
- The following Financial Connectors may be ordered under the Concur Financial Connector extended service:
 - o **Concur Connector for NetSuite®:** Concur provides a Financial Connector to pass data between the Customer's Concur Service and Customer's NetSuite financial accounting instance. The Connector posts to the NetSuite system from the Service approved expense reports (including applicable expense and tax transactions) as Expense Report records or Vendor Bill records.
 - o **Integration with SAP®:** Concur provides a Financial Connector to pass data between the Customer's Concur Service and Customer's SAP ECC ERP ("SAP") financial accounting system (formerly called R/3). This Financial Connector includes an application to be installed within Customer's local area network. The application requires connectivity to Customer's file directory, to Customer's instance of the SAP system via a core product BAPI, and to the Internet.
 - o **Integration with Other Financial Systems:** Concur may provide additional Financial Connectors to pre-qualified Customers that pertain to other supported financial systems specified by Concur.

7.15.4 Client Web Services: Client Web Services is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types under which Concur will make the following available to Customer: (a) access to the Concur APIs using API Keys issued by Concur, and (b) training and support services as set out below. Customer's use of Client Web Services is also subject to additional terms and conditions as set forth or referenced in the Agreement.

- **Definitions:**
 - o "API Keys" means the API keys, access tokens, account numbers, and other access credentials issued by Concur to Customer to access the Concur Servers and use the

Concur APIs.

- o “Business Hours” means, for purposes of Client Web Services support, for a given Customer, (a) the hours of 8:00 a.m. Monday to 5:00 p.m. Friday, excluding Concur holidays, per Customer’s Processing Time Zone if such Processing Time Zone is Eastern Time, Central Time, or Pacific Time, (b) the hours of 9:00 a.m. Monday to 5:00 p.m. Friday, excluding Concur holidays, per Customer’s Processing Time Zone if such Processing Time Zone is Greenwich Mean Time, or (c) the hours of 9:00 a.m. Monday to 5:30 p.m. Friday, excluding Concur holidays, per Customer’s Processing Time Zone if such Processing Time Zone is Australian Eastern Time.
- o “Code Library” means executable code or source code made available by Concur to Customer in connection with each Concur API, to be incorporated into the Customer Software under the Agreement.
- o “Concur APIs” means Concur’s application programming interfaces, written specifications, directions and instructions, and other documentation made available by Concur to Customer under the Agreement in connection with Client Web Services (excluding the Sample Code), which provide Customer with programmatic access to the Concur Service functionality, data or business logic to exchange Customer Functionality, Customer Data or Customer Business Logic with the Concur Servers in connection with the Service.
- o “Concur Servers” means the Concur internet servers and networks made available by Concur to Customer to use the Concur APIs.
- o “Concur Software Development Kit” means the Sample Code, Code Library, or other tools Concur provides to the Customer under the Agreement in connection with Client Web Services to aid the Customer’s development and debugging of its code that uses Concur APIs.
- o “Customer Business Logic” means the business logic provided to the Concur Servers by the Customer Software.
- o “Customer Functionality” means the functionality provided to the Concur Servers by the Customer Software.
- o “Customer Software” means the software owned (or licensed from third parties), used and hosted by Customer to access the Concur Servers and use the Concur APIs.
- o “CWS Incident” means any reproducible error, issue, problem or defect in the Concur APIs.
- o “Modified Code” means improvements, derivative works and other modifications created by or on behalf of Customer of the Sample Code, the Code Library, or other tools in the Concur Software Development Kit.
- o “Sample Code” means the sample source code, scripts, and other software made available by Concur to Customer under the Agreement in connection with Client Web Services related to each Concur API, to be incorporated into the Customer Software.
- **Concur’s Performance:** If Client Web Services is ordered by the Customer, then Concur will:
 - o activate the web services module and assist with enabling the selected Concur APIs.
 - o provide a temporary “sandbox” development and testing environment as deemed necessary by Concur, and Concur reserves the right to deactivate this environment after a pre-defined period.
 - o engage with Customer via phone for a one-hour knowledge transfer session designed to provide an introduction to the selected Concur APIs, user documentation and Sample Code.
 - o provide Customer’s designated contact with notice 6 months in advance of any change required in the Customer Software.
 - o provide revisions to the Concur APIs to Customer by: (a) email to Customer’s email address registered with Concur; (b) posting the revised Concur APIs to a webpage or server designated by Concur; or (c) notifying Customer through such other method as Concur may specify to Customer from time to time.

- o provide email-based support to Customer's designated contact. Support tickets will be assigned to a Concur designated representative within 48 Business Hours of receipt by Concur Client Support.
- o provide assistance to identify the source of any CWS Incident reported to Concur Client Support by Customer, and if Concur determines that a CWS Incident exists, Concur will work with Customer to resolve such CWS Incident.

Concur may revise, suspend or cancel any or all Concur APIs, at any time, in accordance with the Concur API Lifecycle and Deprecation Policy currently located at:

<https://developer.concur.com/tools-support/reference/deprecation-policy.html>, which may be reasonably updated by Concur from time to time. Without limiting the foregoing, Concur may suspend or cancel any or all of the Concur APIs immediately, with or without notice to Customer, in the event of an actual or reasonably suspected security breach or threat.

- **Customer's Performance:** If Client Web Services is ordered by the Customer, then Customer agrees to the following:
 - o Customer is solely responsible for the coding of any connection to the Concur APIs and for any changes to its interfaces required to support new releases of the Concur APIs. Concur is not responsible for any limitations as to the functionality of the Concur APIs as a result of Customer not performing updates to its applicable interfaces in order to support revisions and new releases of the Concur APIs.
 - o Customer shall use and maintain all Modified Code using the Concur APIs, unless otherwise stated in the Concur Software Development Kit.
 - o Customer shall ensure that it does not directly or indirectly (a) introduce into the Concur APIs, via Modified Code or otherwise, or include in or with any Customer Software, any disabling code (defined as computer code designed to interfere with the normal operation of the Concur Service) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, malware, spyware, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) or other disruptive software, or any software code, which is designed to delete, disable, deactivate, disrupt, damage, or perform unauthorized actions on a computer system, or (b) interfere with the features or functionality or otherwise harm the Concur Service, including the Concur APIs.
 - o Customer is responsible for the performance of any custom integration with its systems.
 - o Customer is required to understand the data requirements and structures for the external system and in the instance that Concur writes the applicable interface on the Customer's behalf, to communicate the data requirements and structures sufficiently to Concur.
 - o Customer shall not access or attempt to access through the Concur APIs any data other than the Customer Data.

7.16 Japan Public Transport Module

The Japan Public Transport Module is an extended service that can be ordered under the Travel & Expense or Expense service types for an additional fee. The Japan Public Transport Module consists of the following:

- Ability of users to easily capture expenses associated with Japanese Public Transport and
- Expense entry capabilities will include manual, multi-line entry, transfer from a Japanese Public Transit card, or route search enabling specific routes to be captured along with their associated expense.

7.17 Drive

Drive is an extended service component within Concur mobile which can be ordered by the Customer for use with the Expense or Travel and Expense Service Types. The Drive extended service consists of the following:

Drive is a mileage tracker for business related distance tracking. Customer's users can activate Drive to capture various routes on their mobile device through Concur mobile. A user's business routes are converted into trip

mileage which the user can submit into the Service to be included in an expense report. Route mapping may be limited in some areas.

7.18 Concur Hipmunk

Concur Hipmunk is an extended service (“Concur Hipmunk”) that can be ordered under the Expense service type for an additional fee. Use of Concur Hipmunk is dependent on Customer having purchased the TripLink extended service.

Concur Hipmunk is only available to Customers and Customer users physically located in the United States. Concur Hipmunk will not be available to Customer users outside the United States; however billing of Concur Hipmunk will be based on all user transactions, including Customer users who may not be eligible for Concur Hipmunk.

Use of Concur Hipmunk functionality by Customer users requires: (1) Customer users that do not already have a an individual user account with the consumer travel metasearch service operated by Hipmunk, Inc., a Concur affiliate, at Hipmunk.com (“Hipmunk.com”) to become Hipmunk.com users by creating a Hipmunk.com account and accepting the Hipmunk.com Terms of Service and Privacy Policy, and (2) the Hipmunk.com user to link the user’s Concur account to the user’s Hipmunk.com account. A Hipmunk.com user’s access to the Concur Hipmunk functionality will continue for so long as Customer has the Concur Hipmunk extended service and such Hipmunk.com user continues to be a Customer user. Afterwards, the Hipmunk.com user may continue to use his or her Hipmunk.com account to book personal travel (subject to any terms and conditions between Hipmunk, Inc. and the Hipmunk.com user), but will not have access to the functionality and features available through Concur Hipmunk. Customer acknowledges that the Concur Hipmunk (and associated functionality provided by Hipmunk.com) shall only be available in the English language.

Concur Hipmunk includes the following:

- Ability for a Hipmunk.com user to search for travel options across multiple suppliers in Hipmunk.com and select from results where the user can complete their booking. A Hipmunk.com user can begin a search by:
 - o Using the “Concur Hipmunk powered by Hipmunk” widget from Concursolutions.com
 - o Logging into Hipmunk.com with the user’s Concur credentials
 - o Logging into the Hipmunk.com mobile app for Android or iOS with the user’s Concur credentials.
- Ability for a Hipmunk.com user to link the user’s calendar to Hipmunk.com to enable such user to integrate meetings for travel planning purposes on air and hotel search results using Google Calendar or G Suite.
- Ability for travel arrangers designated by Customer within the Concur Service to search on Hipmunk.com on behalf of Hipmunk.com users.
- Ability for a Customer to capture, in the Concur Service, the corporate booking travel data for travel booked through select participating suppliers or travel partners.
- Ability for a Hipmunk.com user to access supplier discounts as negotiated by Concur when booking with a participating supplier. When more than two participating suppliers exist in each supplier category (e.g., air, car, hotel, parking) then Customer may be required to select a maximum number of two suppliers to provide discounts for Customer’s Hipmunk.com users. This selection will be locked after 90 days from the date of selection for one year (“Lock-In Period”) and the Customer will not be able to change its selection until the Lock-In Period has elapsed. Concur may, in its sole discretion, permit Customer to change its selection in the event there are material changes to the available suppliers during the Lock-in Period.

7.19 Concur Locate – Add-on

Concur Locate is an extended service module which can be ordered under the Travel, Travel & Expense or Expense service types for an additional fee.

The Concur Locate service enables Customer to identify and confirm the location of all users that are assigned the Concur Locate attribute ("Registered Users") and communicate with them during unplanned or routine events. It consists of the following functionalities:

- Import of data:
 - Import of profile, booking, TripLink® and Concur Request data which are available in the Concur Travel & Expense database.
 - Import of booking data from other data sources for a fee per data source as specified in the applicable sales order form (e.g., TMC, GDS, Mid- and Back-Office or other available data sources)
 - Import of risk content (alerts and notices) from a content provider selected by Concur.
 - Import of flight delay and cancellation content from a content provider selected by Concur.
 - Import of user-provided location via Location Check-in from Concur mobile apps as provided below;
- Access to the web-based administration interface with an unlimited number of Customer administrators for the Concur Locate service ("Locate Administrators");
- Ability to configure functionality which enables the Locate Administrator to create and manage rules for automated message delivery;
- Access to mapping functionality, which enables the Locate Administrator to view a global map and search for the location of all Registered Users. Registered Users will display on the map if they either have completed a Location Check-in via Concur mobile or have an itinerary imported to Concur through the Service. The Location Check-in transmits the Registered User's location at a single point in time to the Concur Locate service; and:
 - Allows a variety of options for Locate Administrators to create messages for selected Registered Users. Options include the following:
 - Name of communication event;
 - Content to be delivered;
 - Type of communication;
 - Override opt-out;
 - Time of delivery (instant or delayed).
 - Allows the Locate Administrator to communicate through the Concur Locate service which message can be delivered using any selected and available communication channel. If messages are sent as status request messages (2-way messages) to Registered Users, messages will be color-coded based on whether the Registered Users respond;
- Access a list of all individuals who were included in a message, including the option to mark the status of an individual as "OK" even though they have not yet responded or responded with a word other than "OK";
- Content received within Concur Locate is provided in English. Other language translations for Locate Administrators can be supported as provided in Travel, Expense or Travel & Expense;
- Ability to display the current risk summary per country and the last received risk event for selected country;
- Ability to display detailed booking data (segments) for a selected Registered User;
- Ability to display a list of selected Registered Users, which can be exported to a supported file export file process;
- Ability for the Locate Administrator to send Registered Users one-way or two-way messages via supported delivery methods (e.g. e-mail or SMS messages) which may include:
 - free text entered by the Locate Administrator (considering that long messages may have to be split into several messages); and
 - a Registered User's ID (Registered Users e-mail address or mobile number or text to voice alternate number where applicable and supported).

One-way communications are delivered to the Registered User with no option for the Registered User to respond. Two-way messages are delivered with an option for the Registered User to respond via the same delivery method based on the Locate Administrator's request. For non-automated messages, the Locate Administrator can select from supported criteria to determine which Registered Users will be included in the message to be delivered. Such criteria include items such as location, travel details or user profile;

- Ability for Customer to use keywords to be used for automated responses to Registered Users. When a keyword is used, the relevant response will automatically be delivered to the Registered User, while an optional message can be generated with the information about the user, his or her current location and the keyword used;
- Ability for Customer to process risk content and inform Registered Users as follows:
 - Automated import of risk events referred to as risk alerts and risk notices from Concur's selection of risk content providers;
 - The imported risk content is matched against all itinerary data for identification of Registered Users who are present in the same location as the risk event or have an active itinerary which will put them in the same location as the risk event within the next 48 hours;
 - An impact e-mail is sent to the designated e-mail address or addresses with a description of the risk event and a listing of all impacted Registered Users;
 - Automated delivery of the risk event directly to each impacted Registered User based on the risk level threshold defined in the setup. If the event risk level is equal to or higher than the risk level threshold, then all impacted Registered Users receive a copy of the risk event via SMS messaging;
- Ability for Customer to deliver automated pre-travel advisory ("PTA") e-mails and review delivery status of past PTA e-mails. With respect to PTA e-mails the following applies:
 - Customer may brand the PTA e-mails with the Concur logo and name;
 - Customer can define the number of days before departure the PTA e-mail shall be sent;
 - Customer can define risk level threshold (1-5 scale) which will result in the delivery of a PTA e-mail;
 - Customer can view a report of sent PTA messages which includes failed e-mail delivery; and
 - Customer can define the email subject line;
- Access to functionality, which enables the Locate Administrator to manually create and edit a group of Registered Users and manually send messages to Registered Users in the defined group;
- If a Registered User has a profile within the Service (Travel, Expense or Travel & Expense) the following additional functionalities may be made available to Customer:
 - Automated synchronization of any changes made to the Concur profile data through the Service including the use of "place of work" as an active location indicator for non-travelling Registered Users;
 - Registered Users can complete a Location Check-In using Concur mobile;
 - Within the mapping functionality, use of "place of work" as a selection criteria for communication to Registered Users. Registered Users will also display on the global map if they have one of these:
 - "Place of work" location (if included in their Concur profile);
 - Travel itinerary;
 - TripLink® itinerary;
 - An approved Concur Request itinerary (if Customer has ordered Concur Request).

- **Additional Terms**

- o Customer acknowledges and agrees that the use of short message transmission services, also known as SMS messaging or text messaging (collectively, "SMS messaging") and e-mail, as a means of sending messages to Registered Users as part of the Concur Locate service can result in delayed, undelivered or incomplete messages from time to time and that the process of transmitting messages via SMS messaging or e-mail can be unreliable and includes multiple

third parties that participate in the transmission process, including a given Registered User's mobile network operator and intermediary transmission companies whose respective networks and transmission can individually or in combination result in delayed, undelivered, or incomplete messages. Customer further understands and agrees that it should not in any way rely upon SMS messaging or e-mail as part of the Concur Locate service for the safety of any child or other individual and that given the inherent risks of delay, lack of delivery or incompleteness, it is and would be under any circumstances unreasonable to do so and Customer assumes all risk associated with any such delay, lack of delivery or incompleteness. The Concur Locate service does, however, allow multiple modes of communication to increase the likelihood of transmission without further guaranty.

- o Customer acknowledges that messages will be transmitted in an unencrypted format. To the extent permitted by law, Concur may intercept and disclose any messages transmitted over the Concur or its agent's network to the extent reasonably necessary to protect the operation of such network, or to comply with any legal, regulatory, governmental, or network operator inquiries or requirements.
- o Customer acknowledges that, due to local laws or regulations, Concur may, from time to time, be unable to deliver SMS messages or e-mail into a given country (e.g., whitelisting or foreign origination messages), in which case Concur shall not be responsible for any such non-delivery.
- o Customer acknowledges that it shall not use the Concur Locate service for transmitting messages to any individual or Registered User that: (i) Customer does not have a legal right to send such messaging or have revoked or otherwise have not agreed to receive such messaging from Customer (with the exception of mandatory emergency messages relating to safety and security of individuals, including Registered Users); or (ii) contains material or language in such messaging that is promotional or political in nature, illegal, harassing, coercive, abusive or is otherwise unauthorized by the Registered User, outside the scope of emergency messages, or informational messages relating to travel or business as disclosed in the notice Concur may have provided to Registered Users, or outside the scope of notice provided by Customer if Customer has agreed to provide such notices. Customer acknowledges that it is Customer's responsibility to provide any notices and obtain all consents required by law or contract, or to review any notice and consent experience offered by Concur to ensure that such notice and consent experience meets Customer's legal and contractual obligations, prior to sending or directing Concur to send any messages under the Concur Locate service.
- o Customer acknowledges that if it receives any complaints from a Registered User regarding Customer's use of the Concur Locate service, including any opt-out request from a Registered User, it will immediately provide notice of such complaint or opt-out request to Concur for review and processing. Customer further agrees that in the event Concur receives a request from a Registered User, either directly from Registered User or through Customer, to revoke the Registered User's consent to receive SMS messages relating to the Service, then Concur shall be entitled to remove the Registered User from the receipt of informational SMS messages relating to the Service and to reject requests by the Registered User to be removed from mandatory emergency-related SMS messages without any further liability or obligation of Concur to Customer.
- o Customer shall communicate and regularly update Concur or the Concur Locate service with current mobile phone numbers available for SMS message purposes, including mobile phone numbers that must be removed from the Concur Locate service (e.g., departed employees) related to a Registered User.

- **Service Level Commitments for Concur Locate.**

Notwithstanding anything in the Service Description Guide to the contrary, the Client Support Services and the Service Level Commitments set forth below shall apply to the Concur Locate service.

- **Definitions**

- o **"Concur Locate Service Availability"** means the percentage of total time in a given calendar month during which the Concur Locate service is available to Customer, excluding Excused Downtime. Service Availability is calculated in accordance with the following formula:

$$a = \frac{[(b - c) - d] \times 100}{b - c} \text{ where:}$$

“a” = the actual percentage of availability in such month;

“b” = the total number of hours in such month;

“c” = the total number of hours of Excused Downtime in such month; and

“d” = the total number of hours that the Service is not available in such month, less any Excused Downtime (“Unexcused Downtime”).

- o “Excused Downtime” means, collectively, (i) downtime to perform routine planned maintenance during the Concur standard maintenance windows (which windows shall not exceed two (2) hours per week and shall not occur from 6:00 a.m. Monday to 10:00 p.m. Friday, per Customer’s Processing Time Zone), (ii) scheduled downtime approved in writing by Customer, or (iii) downtime due to any factors beyond Concur’s reasonable control. Concur will provide Customer with notice of scheduled downtime at least 72-hours in advance of such downtime.
- o “Processing Time Zone” means, for a given Customer, a single overnight processing time zone selected for Customer for the Service, which time zone may be Eastern Time, Central Time, Pacific Time, Greenwich Mean Time, or Australian Eastern Time.
- o “Business Hours” means, for a given Customer, the hours of 8:00 a.m. Monday to 5:00 p.m., Friday, excluding Concur holidays, per Customer’s Processing Time Zone.
- **Service Availability.** Following commencement of the Service for a Customer and for so long as Customer orders the Concur Locate service under the Agreement, Concur will achieve at least 99.5% Concur Locate Service Availability. Customer’s exclusive remedy and Concur’s entire liability for any failure to achieve the service level described above will be as follows: (a) for a failure in a given month, such remedy shall be Customer’s right to receive a 5% credit against its recurring fees for the Concur Locate service on the next invoice period; and (b) in addition to the remedy set forth in clause (a) above, for a failure in any four (4) months in any twelve (12) consecutive month period, such remedy shall be Customer’s right to terminate the Concur Locate service, by delivery of a written notice of termination and such termination shall be effective as of the date of such notice.
- **Client Support Services for Concur Locate**
 - **Support Service Availability** - Customer can access Client Support Services by reporting an Incident via Concur’s standard support ticket submission process. An “Incident” is a reproducible abnormal behavior of the Concur Locate service that prevents web access to the Concur Locate service, failure of bookings to import into the Concur Locate service or failure of messages to be sent from the Concur Locate service.
 - **Incident Corrections** - Concur will use its reasonable efforts to correct each Incident with a level of effort commensurate with the severity of the Incident as described below, provided that Concur shall not be responsible for correcting any issue not attributable to the Concur Locate service and under the reasonable control of Concur.
 - **Definitions of Priorities**
 - Priority 1 (P1): This is a severe Incident in the production environment, resulting in the Concur Locate service being completely unavailable or all messages failing to be sent from the Concur Locate service, and no work-around is available.
 - Priority 2 (P2): This is a serious Incident in a production environment causing degradation of the functionality for a significant group of users or failure of a significant number of messages failing to be sent from the Concur Locate service (where “significant” means impacting at least 20 users or 10% of the messages being sent from the Concur Locate service).
 - Priority 3 (P3): This is an Incident in a production environment, causing degradation of the functionality for a small number of users or small number of messages failing.
 - Concur reserves the right to assign and re-assign priority to an Incident to render it consistent with these definitions.
- **Exclusions and Limitation.** Concur is not required to provide any Client Support Services relating to issues arising outside of the Concur system or network and beyond the reasonable control of Concur (e.g., issues originating outside of the Concur firewall).

- **Client Support Service Level.** Following commencement of the service and for so long as Customer orders the Concur Locate service under the Agreement, Concur will achieve the following for the Concur Locate service:
 - o **Client Support Service Responsiveness** - Upon receipt of an Incident notification, a Concur technical support representative will reply to the applicable Locate Administrator to discuss an Incident within one (1) hour for a P1 Incident, within two (2) Business Hours for a P2 Incident, and within eight (8) Business Hours for a P3 Incident.
 - o **Client Support Service Target Resolution** - Upon Concur's identification of an Incident with the Concur Locate service, Concur will target resolution of the Incident within two (2) hours for a P1 Incident, within two (2) days for a P2 Incident, and within fourteen (14) days for a P3 Incident. If resolution requires development or configuration resources or engagement of 3rd party vendors, then target resolution is as Concur reasonably determines to be appropriate under the circumstances).
 - o **Escalation and Resolutions Procedures** - If Concur is unable to address a P1, P2 or P3 Incident(s) in accordance with the respective timeframe set forth above for such Incidents, Concur will continue to work diligently to resolve such Incident until the Incident is resolved. If Customer wishes to bring the Incident to the attention of Concur management, then Customer shall send an email message to clientsupportmanagement@concur.com and include the case number, a statement as to why Customer is making the request, and Customer's contact information. Customer shall not make such request until after an attempt to contact the assigned Concur representative for resolution and the incident is outside of the target resolution timelines set forth above.
- **Training** - Training services for the Concur Locate service are provided to the Locate Administrator(s) and consists of an Administration guide that provides step-by-step instructions for the most important tasks. Additional training can be provided for an additional charge.

7.19.1 Active Monitoring – Add-on

Active Monitoring – Add-on is an extended service that can be ordered as an add-on module to the Concur Locate – Add on extended service. The Active Monitoring –Add-on service includes the services described above for the Concur Locate-Add-on extended service along with the following:

- 24/7 administrative support monitoring powered by Concur's designated vendor consisting of:
 - o Alerts and locations of risk events that are relevant to the Customer and its Registered Users.
 - o Risk communications with Registered Users during Emergency Risk Incidents.
 - An "Emergency Risk Incident" is an exceptional security incident that occurs near a Registered User's physical location and poses imminent and/or significant threat to a Registered User's safety. Examples of Emergency Risk Incidents include:
 - o Major natural disasters such as hurricanes, tsunamis, earthquakes, volcanic eruptions
 - o Large scale terrorist attacks
 - o Hostage/siege situations
 - o Mass shootings
 - o Large scale political violence resulting in military mobilization
 - o Coup attempts
- During an Emergency Risk Incident, Concur's designated vendor will:
 - o Within twenty (20) minutes of an Emergency Risk Incident being identified by Concur's designated vendor:
 - locate Registered Users using Concur Locate;
 - utilize two-way SMS communication to contact affected Registered Users impacted by the Emergency Risk Incident.
 - o Within forty (40) minutes of an Emergency Risk Incident communication, send a detailed status report to the Customer Locate Administrator of any impacted Registered Users of an Emergency Risk Incident. This report identifies all Registered Users who have been contacted and responded safely in addition to those Registered Users who have not provided a response.

- o Continue to monitor and update Customer-designated recipients of the Emergency Risk Incident via updated status report(s) until such time that a Customer Locate Administrator assumes control of the response to the Emergency Risk Incident.

- **Additional Terms**

The Active Monitoring – Add-on service requires that Customer meets the following requirements:

- Customer's use of Active Monitoring – Add-on service is subject to all requirements, restrictions and obligations and additional terms provided in the Concur Locate-Add-on extended service.
- Customer shall make available to Concur a Customer Locate Administrator to confirm the eligibility of Customer's Registered Users requesting the Active Monitoring – Add-on service.
- Customer acknowledges that in the event that additional emergency support services are required that Customer will obtain those services directly from a separate third party (e.g., HX Global).
- Customer acknowledges that the Active Monitoring – Add-on service shall only be available in the English language.

7.20 Extract Services

Extract Services is an extended service that can be ordered under the Travel & Expense, Expense and/or Invoice Processing service types for an additional fee. Extract Services provides a Customer with the ability to identify Target System(s), and for each identified system Concur will create up to 4 Non-Historical extract file layouts.

While the Extract Service is active, Concur will do the following:

- Develop Extract Files according to Customer specifications in order to create import-ready files for Customer Target Systems, which may be used for financial accounting, payment, remittance, and attendee spend.
- Make changes to the Extract Files solely to accommodate modifications to the Concur Service (a) made by Concur or (b) made by Customer if such modifications are approved by Concur in writing and to accommodate configuration modifications or system upgrades to the applicable Customer Target System(s); provided that such changes pertain to and are necessary for the continued function of the Extract Files.
- Add new Extract File layouts to accommodate Customer modifications to the desired integration, provided the following:
 - o Such request is made by Customer in writing
 - o Such request for new integration(s) is based on (a) a new Target System, (b) an expansion of the Concur Service, or (c) an expansion of the Target Systems to accommodate additional integration scenarios.
 - If a new Target System is added by Customer, Concur will create up to 4 new file layouts for that system.
 - If Customer is adding files to its existing Extract Service, Concur will create up to 4 total file layouts per Target System.
- **Additional Terms**
 - o Concur does not provide Target System consulting. A Customer must have internal or third-party resources to support the definition of specifications and to troubleshoot errors within the Target System.
 - o Customer is solely responsible for obtaining any authorization or permission necessary for Concur to perform the Extract Services with the Target System(s).

Definitions: For the purpose of Extract Services, the following terms will have the meanings specified below:

- "Extract Files" are either fixed-width or delimited flat files or structured files (e.g. XML) containing transactional data about fully-approved expense reports or invoices, and do not include images or historical data
- "Non-Historical" means that data contained in the extract file will be data not previously provided in an accounting extract. Each run of an extract will produce all transactions since the previous run of the same extract job.
- "Target System(s)" means one or more services, programs, providers, or similar resources that store, modify, or supply data for Customer, and that Concur confirms is eligible to be supported by the Extract Services.

7.21 Concur Detect

Concur Detect is an extended service component that can be ordered by Customer for use with the Expense or Travel & Expense service type(s) for an additional fee. Concur Detect includes services delivered by Concur's 3rd party provider, AppZen, Inc.

Concur Detect (i) automates the analysis, based on Customer's policy, of an expense report submitted into the Expense Service and (ii) assigns a risk rating of an expense report allowing Customer's selected administrators to take additional action. The analysis of an expense report includes:

- receipt verification using technology to scan and analyze data from receipts submitted in connection with an expense report;
- unauthorized purchase detection based on receipt data and Customer policy;
- the ability to compare expense report data against information from external public sources (e.g., Websites & social media sites) to identify anomalies;
- the ability to track user spend and violation patterns to detect anomalies;
- flagging of potential violations as defined by Customer.

7.22 Budget

Budget is an extended service that can be ordered under the Expense, Travel & Expense or Invoice Processing service types for an additional fee. Budget consists of the following:

- Ability for Customer to import budget information via Excel spreadsheet or the Concur Budget API, which requires the purchase of Client Web Services.
- Ability to input the Customer's planned budget data by period and track it against actual budget usage through the Service for that period.
- Ability to view the Customer's budget information within dashboards on web and mobile.

7.23 Other Services

Additional ancillary extended service options are available for additional fees if and when ordered under a mutually acceptable Agreement between Concur and a Customer.

8. Support Policy for the Services

8.1 Technical Support

The Service includes the Support Policy for SAP Cloud Services located at the following link:

<http://www.sap.com/agreements-cloud-support>. The Support Policy for the Service does not include "SAP Preferred Success". All references to "SAP Preferred Care" in the Support Policy for SAP Cloud Services shall refer to Concur's "Preferred Care" offering. All references to "SAP" in the Support Policy for SAP Cloud Services shall mean "Concur".

8.2 Service Configuration Change Management Process

8.2.1 Scope

The Service Configuration Change Management Process outlined below is used for any configuration change of the existing implementation of the Service that requires Concur assistance. All changes that are subject to this Service Configuration Change Management Process will be performed by Concur only pursuant to a mutually acceptable Service Request, as described below. The Service Configuration Change Management Process is not for adding additional service options to the Service. Additional service options must be accomplished by an order under the Agreement between Concur and the Customer and will be implemented pursuant to the implementation option selected for such additional service option. Once the additional service option is implemented, the Service Configuration Change Management Process will be applied.

8.2.2 Process

- **Change Initiation:** Either Concur or Customer may initiate a Service Request by identifying the need for the change to the other party and identifying a specific solution desired for implementation.
- **Change Review:** The Service Request will be routed to appropriate representatives of both parties, who will be the first level of screening to determine whether a requested change is appropriate or whether the change should be escalated within their respective organizations for determining whether to move forward toward completing and execution of a Service Request. These representatives will also involve others within their respective organizations in reviewing the change, as applicable. Concur representatives will assist Customer to understand the parameters of applicable service functionality in order to properly understand the nature and potential impact of the perceived need and accurately describe the desired change. Each party will cooperate in good faith to determine the estimated level of effort in terms of hours and fees for the requested change, as applicable.

8.2.3 Service Requests

If the parties determine to move forward with the change, then the parties will negotiate a mutually acceptable Service Request. Each Service Request will be in Concur's standard form and must include the following:

- A detailed description of the work to be performed by Concur under the Service Request, including any and all prerequisites, assumptions, and deliverables contemplated by the parties.
- An estimated schedule for the work to be performed by Concur under the Service Request.
- A description of all compensation to be paid to Concur for all work to be performed under the Service Request (if any), including payment methodology and payment terms.

8.2.4 Performance of Work

A Service Request must be executed by both Concur and Customer before Concur will commence work associated with the desired change. Once the Service Request is fully executed by both parties, Concur will commence work in accordance with the terms of the Service Request. Concur may rely on a Service Request that is signed by a representative of Customer.

9. Service Level Agreement

Except as expressly set forth in the Agreement or elsewhere in this Service Description Guide, the Service includes Concur's Service Level Agreement as set forth herein. All references to "SAP" in the Service Level Agreement for SAP Cloud Services shall mean "Concur". The Service, excluding any test, no fee and/or non-production environment(s), will be delivered in accordance with the service level commitments below:

9.1 System Availability SLA

- 9.1.1** Concur warrants to maintain an average monthly system availability for the production system of the Concur Service as set forth in the Service Level Agreement for SAP Cloud Services located at: <http://www.sap.com/agreements-cloud-service-level-agreement>.
- 9.1.2** Customer's sole and exclusive remedy for Concur's breach of the System Availability SLA is the issuance of a credit in the amount described in the Service Level Agreement for SAP Cloud Services. Customer will follow Concur's posted credit claim procedure. When the validity of the service credit is confirmed by Concur in writing (email permitted), Customer may apply the credit to a future invoice for the Concur Service or request a refund for the amount of the credit if no future invoice is due.
- 9.1.3** In the event Concur fails to meet the System Availability SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of

least 95% for one calendar month, Customer may terminate its subscriptions for the affected Concur Service by providing Concur with written notice within thirty days after the failure.

9.2 Service Responsiveness

Following commencement of the Service, Concur will achieve an average Service Responsiveness of no more than 3.0 seconds per transmission in each calendar month during the term of the Agreement between the Customer and Concur. Customer's exclusive remedy and Concur's entire liability for any failure to achieve the service level described above will be as follows: (a) for a failure in a given month, such remedy shall be Customer's right to receive a pro-rata credit against its recurring fees for the Service the next invoice period, based on the difference between the committed average Service Responsiveness per transmission and the actual average Service Responsiveness per transmission in such month, to be applied to the next invoice; and (b) in addition to the remedy set forth in clause (a) above, for a failure in any three (3) months in any twelve (12) consecutive month period, such remedy shall be Customer's right to terminate the Agreement between Customer and Concur under which Concur provides the Service, by delivery of a written notice of termination and such termination shall be effective as of the date of such notice. As used above:

- "Service Responsiveness" means the average time for a round-trip transmission of the Service in a given calendar month, starting from the time a transmission enters Concur's firewall from the Customer and ends when it leaves Concur's firewall to Customer, excluding Excluded Downtime.
- "Excluded Downtime" has the meaning given to it in the Service Level Agreement for SAP Cloud Services referred to in Section 9.1 above.

9.3 Overnight Job Processing

If Customer uses Concur's standard file formats, complies with Concur's standard file transfer methodology, and selects a single Processing Time Zone, then, for applicable Customer Data delivered by Customer to Concur by 6:00 p.m. (applicable Processing Time Zone) on a given business day, (a) Concur will make the applicable financial extract files available for Customer's retrieval by 5:00 a.m. (applicable Processing Time Zone) on the next business day, and (b) such applicable financial extract files will not contain any material inaccuracies caused by Concur that remain uncured for more than one business day after discovery of such inaccuracies. Customer's exclusive remedy and Concur's entire liability for any failure to achieve the service level described above will be as follows: (i) for a failure to achieve the service level described in clause (a) above at least one time per month in any three (3) consecutive month period, such remedy shall be Customer's right to receive a credit against its recurring fee for the Service the next invoice period equal to 5% of the monthly portion of the then-current recurring fee for the Service, to be applied to the next invoice; and (ii) for a failure to achieve the service level described in clause (b) above at least one time per month in any three (3) consecutive month period, such remedy shall be Customer's right to receive a credit against its recurring fee for the Service the next invoice period equal to 5% of the monthly portion of the then-current recurring fee for the Service, to be applied to the next invoice.

10. Security Standards

10.1 Third-Party Audits and Compliance Standards

10.1.1 ISAE3402/SSAE16 SOC 1 Audit Report

At least once annually and at no expense to Customer, Concur will conduct an ISAE3402/SSAE16 SOC 1 audit of controls relating to the Service, which audit will be performed by an independent certified public accounting firm (or similarly qualified person). Upon Customer's request, Concur will provide Customer with copies of documentation relevant to such SOC 1 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

10.1.2 ISAE3402/SSAE16 SOC 2 Audit Report

At least once annually and at no expense to Customer, Concur will conduct an ISAE3402/SSAE16 SOC 2 audit of controls relating to the Service, which audit will be performed by an independent

certified public accounting firm (or similarly qualified person). Upon Customer's request, Concur will provide Customer with copies of documentation relevant to such SOC 2 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

10.1.3 ISO 27001 Audit

At least bi-annually and at no expense to Customer, Concur will conduct an ISO 27001 audit of its operations relating to the Service, which audit will be performed by a qualified independent third party in accordance with the requirements of ISO 27001. Upon Customer's request, Concur will provide Customer with a copy of its ISO 27001 certification to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

10.1.4 PCI-DSS Compliance

During the term of the Agreement between the Customer and Concur, Concur will maintain, at no expense to Customer, policies, practices, and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service.

10.2 Security

10.2.1 Security Policy

During the term of the Agreement between the Customer and Concur, Concur will maintain, at no expense to the Customer, an information security policy that is approved annually by Concur management and published and communicated to all Concur employees and relevant third parties. Concur maintains a dedicated security and compliance function to design, maintain, and operate security in support of its "trust platform" in accordance with ISO 27001. This function focuses on developing policy and procedures for system integrity, risk acceptance, risk analysis and assessment, risk evaluation, risk management and treatment, and statements of applicability.

10.2.2 Systems Security

During the term of the Agreement between the Customer and Concur, Concur will maintain, at no expense to Customer, appropriate systems security for the Service in accordance with commercially reasonable industry standards and practices designed to protect Customer Data from theft, unauthorized disclosure and unauthorized access. Such systems security includes, among other things, the following practices and procedures with respect to the Service:

Firewalls

Concur will maintain commercially reasonable Internet-industry standard firewall protection for all of the networks, databases, and computer systems utilized by Concur in performing the Service. Concur will update its firewall software promptly following the availability of updates by the software provider. Concur will test its perimeter devices no less than quarterly for vulnerabilities using commercially reasonable Internet-industry standard testing methods. Concur will promptly troubleshoot and remediate security deficiencies discovered by Concur as a result of such testing, or as a result of logging access attempts, based upon the risk of the deficiency.

Intrusion Detection

Concur will maintain a network-based intrusion detection system to detect unwanted or hostile network traffic. Concur will update its intrusion detection software promptly following the availability of updates by the software provider.

Encryption of Transmitted Data

Concur will use commercially reasonable Internet-industry standard secure encryption methods designed to encrypt communications between its server(s) and client browser(s), and between its servers and Customer's server(s).

Encryption of Stored Data

Concur will use commercially reasonable Internet-industry standard secure encryption methods designed to protect stored sensitive data, including passwords, credit card numbers, and bank account numbers. Such information will be stored on server(s) that are not accessible from the Internet.

Vulnerability Management

In addition to the third-party audits described above, Concur will perform commercially reasonable practices designed to protect Customer Data from system and application vulnerabilities, including:

- *Perimeter Scanning:* Concur will perform perimeter scanning through the use of embedded adaptors within Concur's infrastructure providing information to an external reporting tool.
- *External Infrastructure Scanning:* Concur will perform external infrastructure scanning providing information to an external reporting tool through a VISA-approved PCI scanning vendor. Reports are produced weekly and made available to Customer on a quarterly basis upon written request.
- *Internal Infrastructure Scanning:* Concur will perform internal infrastructure scanning through the use of embedded adaptors within Concur's infrastructure providing information to an external reporting tool through a VISA-approved PCI scanning vendor. Reports are produced weekly and made available to Customer on a quarterly basis upon written request.
- *External Application Vulnerability Test:* At least annually and at no expense to the Customer, Concur will conduct an application penetration test (also known as an application vulnerability assessment) with respect to the handling of data relating to the Service, which assessment will be performed by a qualified independent third party. Reports are produced weekly and made available to Customer on an annual basis upon written request.
- *Internal Application Vulnerability Scanning:* Concur will perform application vulnerability scanning on the Service on a monthly basis.
- *Malware Scanning:* Concur will perform anti-Malware scanning on all servers utilized in performing the Service, under a central management platform.
- *Patch Management:* Concur will use a patch management process and toolset to keep all servers up to date with appropriate security and feature patches.
- *Documented remediation process:* Concur will use a documented remediation process designed to timely address all identified threats and vulnerabilities with respect to the Service.

No Disabling Devices

The Service does not and will not contain any disabling code (defined as computer code designed to interfere with the normal operation of the Service) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) which is designed to delete, disable, deactivate, interfere with or otherwise harm the Service or Customer Data. Notwithstanding the foregoing, Concur shall be entitled to include or require passwords and/or other security measures designed to restrict unauthorized use of the Service.

Access Control

The networks, databases, software, and computer systems of Concur in performing the Service are protected by a user name and password system which requires passwords at least eight characters in length and which requires individual user passwords to be changed at least four times per year

using separate, distinct passwords. Concur minimizes accessibility and use of privileged passwords, which are required to be changed at least once quarterly. Where appropriate, commands requiring additional privileges are securely logged (with time and date) to enable a complete audit trail of activities. Concur promptly terminates all credentials and access to privileged password facilities of a Concur employee in the event of termination of his or her employment.

10.2.3 Physical and Environmental Security

Concur will limit access to its facilities utilized in performing the Service to employees and employee-accompanied visitors using commercially reasonable Internet-industry standard physical security methods. At a minimum, such methods will include visitor sign-ins, restricted access key cards or locks for employees, limited access to server rooms and archival backups, and burglar/intrusion alarm systems.

10.2.4 Security Incident Management

Concur maintains security incident management policies and procedures, including detailed security incident escalation procedures. Concur will notify Customer within twenty-four (24) hours of its discovery of a security breach of the Service that results in a compromise of the confidentiality and/or integrity of Customer Data. In the event of such a security incident, Concur will promptly perform an investigation into the breach, take appropriate remedial measures, and provide Customer with a single point of contact who can be reached with security questions or security concerns twenty-four (24) hours per day, seven (7) days per week, during the scope of Concur's investigation.

10.3 Back Up/Archival

Following commencement of the Service, Concur will perform full backups of the database(s) containing Customer Data no less than once per day without interruption of the Service. Concur will also provide off-site archival storage on no less than a weekly basis of all backups of the database(s) containing Customer Data on secure server(s) or on other commercially acceptable secure media.

10.4 Disaster Recovery

During the term of the Agreement between the Customer and Concur, Concur will have a disaster recovery plan in place for the hosting location from which the Service is performed. Concur will provide Customer with a copy of its then-current disaster recovery plan promptly following Customer's written request for same. Within one day after an event of a disaster that causes the Service to be down and unavailable due to a force majeure event, Concur will notify Customer regarding the occurrence of the disaster and its decision whether Concur's disaster recovery plan is invoked. If Concur's disaster recovery plan is invoked, Concur will (a) execute such plan and restore Service to the Service Availability service level described above in accordance with the requirements of such plan, but no more than seven (7) days after invoking such plan subject to hardware availability, and (b) Customer will be treated with at least equal priority as any other Concur customer of the Service.

10.5 Business Continuity

During the term of the Agreement between the Customer and Concur, Concur will have an annually tested business continuity plan in place to assist Concur in reacting to a disaster in a planned and tested manner. Concur will provide Customer with a copy of its then-current business continuity plan promptly following Customer's written request for same.

11. Other Services

Additional ancillary service options are available for additional fees if and when ordered under a mutually acceptable Agreement between Concur and a Customer.

12. Reimbursement of Expenses

The Customer will be responsible for paying Concur for reasonable travel and related expenses incurred by Concur in connection with any on-site services performed in connection with an Agreement between Concur and the Customer.

13. Transactions

Unless specific to the corresponding type of Transaction described in the Transaction Table below, or otherwise set forth in a Sales Order Form (or other relevant ordering document), a "Transaction" is defined as an expense report (provided, however, that all submissions and resubmissions of a single expense report shall be counted as a single Transaction) that is submitted by or on behalf of a Customer user during a given Billing Cycle through the use of the Service.

Transaction Table

Service Description	Type of Transaction
Analytics for Invoice Processing	a vendor payment request
Audit (Policy, Receipt and Elite)	an expense report with respect to which Concur performs an audit as reflected by the Service
Budget for Invoice Processing	a vendor payment request
Budget Insight for Concur Request	a Concur request; provided, however, that all submissions and re-submissions of a single Concur request shall be counted as a single Transaction
Central Reconciliation	a Concur request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single Concur request or expense report, as applicable, shall be counted as a single Transaction
Client Web Services for Invoice Processing	a vendor payment request
Company Bill Statements	a statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
Concur Connector for NetSuite for Invoice Processing	a vendor payment request
Concur Connector for QuickBooks - Invoice Processing / QuickBooks Integration for Invoice Processing	a vendor payment request
Concur Financial Connector for Invoice Processing	a vendor payment request
Concur Insight – Premium for Invoice Processing	a vendor payment request
Concur Insight – Premium for Concur Request Standalone	a Concur request; provided, however, that all submissions and re-submissions of a single Concur request shall be counted as a single Transaction
Consultative Intelligence for Invoice Processing	a vendor payment request
Expense Pay	a payment made to a payee for each expense report using Expense Pay – North America, Expense Pay – EMEA,

	Expense Pay – APA , Expense Pay – Japan, or Expense Pay - Global
Extract Services for Invoice Processing	a vendor payment request
Guaranteed Compliance Service	an expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence for Invoice Processing	a vendor payment request
Intelligence Reports	a Managed Reporting report transaction with a maximum of 8 hours per report.
Invoice Capture	a vendor payment request with respect to which Concur performs Invoice Capture as reflected by the service
Invoice Check Payments	a vendor payment request
Invoice Line Item Capture	a vendor payment request with respect to which Concur performs Invoice Capture as reflected by the service
Invoice Pay	a payment made to a payee using Invoice Pay
Invoice Processing	a vendor payment request
Japanese Public Transport	an expense report that incorporates Japanese Public Transport expenses; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Locate & Alert	a Registered User
Meeting Management	each registration submitted using Meeting Management in which the invited attendee elects to attend the meeting or event during the registration process.
Paper Receipt Handling	an expense report with respect to which Concur performs Paper Receipt Handling as reflected by the Service
Purchase Requests for Invoice	a vendor payment request
Reporting Services for Invoice Processing	a vendor payment request
Risk Messaging - Essentials	a booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Messaging service; provided, however, that any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Risk Messaging - Premium	a booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Messaging service; provided, however, that any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Service Administration for Invoice Processing	a vendor payment request
Service Assistant for Invoice Processing	a vendor payment request
Concur Request – Standalone	a Concur request; provided, however, that all submissions and re-submissions of a single Concur request shall be counted as a single Transaction
User Support Desk for Invoice Processing	a vendor payment request

In addition, for Travel and Expense, the definition of Transaction includes each travel booking transaction submitted through the use of such Service Type (and not otherwise timely cancelled) if, within 120 days after the date of such travel booking transaction, such travel booking transaction does not correspond to an expense report submitted through the use of such Service Type.

SAP SuccessFactors HCM Suite Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to the SAP SuccessFactors product(s) for which Customer is subscribed (the **"Cloud Service"**). Any documents referenced in this Supplement are available from SAP upon request.

1. CLOUD SERVICE

- 1.1 Packages.** Packages (**"Packages"**) consist of several products as set out in Appendix 1. Packaged pricing for the Cloud Service, if applicable, will not be disaggregated and Customer will not be entitled to credits, swaps or other concessions. Packages do not include any new products that may be released after the Effective Date of the applicable Order Form.

2. USAGE METRICS

- 2.1 User.** Users are individuals authorized to access the Cloud Service. Users are measured as individuals with an active profile in the Cloud Service and whose data is processed in the Cloud Service. For clarification, a single User with multiple contracts or roles such as concurrent employment or global assignments shall be counted as one User.
- 2.2 Transactions.** Transactions are (i) each instance that a person enrolls or is enrolled by a third party in an instructor-led training event or offering via the Cloud Service; and (ii) each instance that a person enrolls in, is enrolled in by a third party or initially launches, an online training event or offering via the Cloud Service. Each subsequent time that a person re-enters a course or launches a content object that comprises an online item is not counted as a Transaction.
- 2.3 Job Postings.** Job Postings are the number of job offerings that Customer posts to job boards per contract year, independent from the number of job boards to which a job offering is posted.

3. ADDITIONAL TERMS

3.1 Disaster Recovery.

- (a)** Included services. SAP will provide Customer, at no additional charge, with the following capabilities: (i) offsite database backups to disk (i.e. weekly full / nightly incremental / archive logs multiple times daily to separate storage array); and (ii) commercially reasonable efforts to restore productive tenants from backups as soon as possible in case of a disaster resulting in loss of the production datacenter.
- (b)** Enhanced Option. As long as Customer subscribes to the Employee Central Cloud Service, SAP shall provide enhanced disaster recovery services (as further described below) in the following production data centers: DC2 (Amsterdam, the Netherlands); DC4 (Chandler, Arizona, USA); DC8 (Ashburn, Virginia, USA) and DC12 (St. Leon-Rot, Germany). Enhanced disaster recovery services include (i) Recovery Point Objective (RPO): no more than 24 hours of data loss; (ii) Recovery Time Objective (RTO): administrator access to data and full service restoration within 48 hours; (iii) failover to a fully functional alternate site with an in-place network, security, storage and a complement of basic replacement servers and (iv) standby production databases maintained at remote site with near-real time asynchronous replication. Other Cloud Services subscribed under the same Order Form are not entitled to this Enhanced Option unless paragraph (c) below applies.
- (c)** Additional Options. Contingent upon express agreement in an Order Form and payment of additional charges, Customer may be entitled to SAP SFSF, Disaster Recovery, enhanced option for the following Cloud Services (list is subject to change at SAP's sole discretion): SAP SuccessFactors Performance & Goals, Succession & Development, Compensation, Learning and Validated Learning. The scope of services is identical to the descriptions set forth in paragraph (b) above.

- 3.2 Storage.** Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service.
- 3.3 SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning.** Subscriptions to SAP SuccessFactors Cloud Services include use of SAP Cloud Platform Identity Authentication and SAP Cloud Platform Identity Provisioning. SAP Cloud Platform Identity Authentication may only be used for user authentication to SuccessFactors. SAP Cloud Platform Identity Provisioning may only be used for provisioning users from SuccessFactors to SAP Cloud Platform Identity Authentication.
- 3.4 Jam Cloud Service.** The following Gigabyte (GB) storage limits apply to the Jam Cloud Service:
- (a)** SAP Jam, basic edition: 2 GB per instance
 - (b)** SAP Jam, advanced edition: 100 GB per instance
- 3.5 Recruitment Posting Cloud Service.** SAP Data Processing Agreement for Cloud Services referenced in the Order Form is amended:
- (a)** SAP does not use any personal data removal process that is employed systematically when the Agreement terminates or expires. Such data removal process is only implemented upon Customer request.
 - (b)** EU Access does not support Recruiting Posting.
- 3.6 Workforce Planning and Analytics Service.** In order to use the subscription service, Customer could be required to order additional one-time implementation Services, either via a partner or SAP directly, as available, for data extraction, integration, and modelling activities, subject to additional services fees.
- 3.7 Onboarding Cloud Service.** If E-Verify (applicable for US based customers only) is included, Customer must sign a separate Memorandum of Understanding between the United States Department of Homeland Security, Customer, and SAP's Affiliate, SuccessFactors Inc., designating SuccessFactors Inc. as its Web Services E-Verify Employer Agent.
- 3.8 Employee Central, SAP Cloud Platform Integration option ("EC"), Employee Central Payroll Cloud Service and People Central Hub.**
- (a)** If Customer subscribes to EC; EC, functional use, SAP Cloud Platform Integration Option; SAP SuccessFactors Enterprise package, SAP Cloud Platform Integration option; SAP SuccessFactors Enterprise basic package, SAP Cloud Platform Integration option; or SAP SuccessFactors People Central Hub, Customer may use SAP Cloud Platform Integration, PI edition. The terms set forth in the SAP Cloud Platform Services Description Guide found [here](https://cloudplatform.sap.com/capabilities/service-description.html) (and made available upon request): <https://cloudplatform.sap.com/capabilities/service-description.html> apply to SAP Cloud Platform Integration, PI edition, plus unlimited bandwidth, unlimited connections and a test tenant.
 - (b)** SAP does not provide specific documentation for the payroll engine of Employee Central Payroll. Instead, Customer may use the documentation available for the on-premise SAP ERP HCM Software, if and to the extent applicable to the Payroll engine functionality. No other rights except as required to use Employee Central Payroll are conferred to Customer even if technically accessible or described in the documentation.
 - (c)** Customer is also granted access to the generally available implementation handbook, currently published on the SAP Service Marketplace (<http://help.sap.com/cloud4hr>).
- 3.9 SAP SuccessFactors People Central Hub**
- (a)** Users are measured as individuals authorized to access the Cloud Service.
 - (b)** Customer may only use functionality listed in the Documentation for SAP SuccessFactors People Central Hub.
 - (c)** Customer may use SAP Cloud Platform Integration, PI edition to connect SAP SuccessFactors People Central Hub to an unlimited number of SAP cloud, on-premise or third-party solutions.

- 3.10 Employee Central Service Center, option for SAP SuccessFactors EC with SAP CPI.**
- (a) Cloud for Service is included with a ratio of 1 agent user to 300 employees.
 - (b) SAP Cloud Portal for employee self-service is included as follows: one test tenant; and one SAP Cloud Platform Virtual Machine.
 - (c) Integration of Employee Central with Cloud for Service and SAP Cloud Portal is included.
- 3.11 Employee Central, Functional Use.** Employee Central, functional use, is available only for the following categories of individuals:
- (a) Non-employee (includes contingent/contractors);
 - (b) former employees whose records continue to be maintained;
 - (c) individuals with a limited or temporary employee relationship during the course of a year or 12-month period;
 - (d) employees with access to Employee Central but whose records are mastered within SAP ERP HCM;
 - (e) employees whose records are mastered within Employee Central and the Customer does not provide those employees access to the system.
- 3.12 Learning, Content Storage.**
- (a) Content storage included with the Learning or Validated Learning Cloud Service includes content bandwidth and 25 Gigabytes (GBs) of eLearning content storage.
 - (b) Content bandwidth is calculated based on 250 Megabytes (MBs) per User per year
 - (c) Content storage includes infrastructure, including web server and disc space, and uses Akamai as the Content Delivery Network (CDN) provider. If Customer cannot support Akamai as its CDN, Content storage cannot be provisioned to Customer.
 - (d) SAP will provide one SFTP Content account per Customer.
- 3.13 Learning, Functional Use.** Learning or Validated Learning, functional use, is available only for the following categories of individuals:
- (a) Non-employee (includes contingent/contractors);
 - (b) individuals with a limited or temporary employee relationship during the course of a year or 12 month period;
 - (c) employees and non-employees whose records are mastered within Learning and the Customer does not provide those individuals with access to the system.
 - (d) Users with functional use rights must be identified in the Learning or Validated Learning Cloud Service by Customer separately from other Users.
- 3.14 Learning Marketplace.**
- The following SAP cloud services are included in the Cloud Service as described below.
- (a) **SAP Hybris Commerce Cloud standard edition.** SAP Hybris Commerce Cloud standard edition may only be used to provide e-commerce capabilities for learning content originating in the SAP HCM Cloud Learning Management System.
 - (b) **SAP SuccessFactors Learning.** SAP SuccessFactors Learning may only be used to originate learning content to be provided to learners via SAP Hybris Commerce Cloud standard edition.
- 3.15 SAP SuccessFactors Visa and Permit Management.**
- (a) The content provided with SAP SuccessFactors Visa and Permit Management may only be used in conjunction with the use of the Cloud Service and may not be used in any other context.
 - (b) In order to use SAP SuccessFactors Visa and Permit Management, Customer must engage partner or SAP directly, as available, to activate and enable the Cloud Service, subject to additional services fees.

Appendix 1 Package Descriptions

PRODUCT	SAP SFSF Perform & Reward package	SAP SFSF Talent Management package	SAP SFSF Advanced Learning package	SAP SFSF Enterprise basic package, SAP Cloud Platform Integration option*	SAP SFSF Enterprise package, SAP Cloud Platform Integration option*
SAP SFSF Performance & Goals	✓	✓		✓	✓
SAP SFSF Compensation	✓	✓		✓	✓
SAP SFSF Succession & Development		✓	✓	✓	✓
SAP SFSF Learning		✓	✓	✓	✓
SAP SFSF Recruiting**		✓		✓	✓
SAP SFSF Jam Advanced		✓	✓	✓	✓
SAP SFSF Workforce Analytics				✓	✓
SAP SFSF Workforce Planning				✓	✓
SAP SFSF Employee Central, SAP CloudPlatform Integration option*				✓	✓
SAP SFSF Onboarding					✓

*Customer may use SAP Cloud Platform Integration service to connect any SAP SuccessFactors Products included in the Enterprise Package, SAP Cloud Platform Integration option as well as Employee Central Payroll to an unlimited number of SAP cloud, on-premise or third-party solutions.

**Recruiting includes Recruiting Marketing, Recruiting Management and 0.15 Recruiting Postings per User.

SERVICE LEVEL AGREEMENT FOR SAP CLOUD SERVICES

1. Service Level Agreement

This Service Level Agreement for SAP Cloud Services sets forth the System Availability Service Level Agreement (“**SLA**”) for the productive version of the applicable SAP Cloud Services to which customer has subscribed (“**SAP Cloud Services**”) in an Order Form with SAP.

This Service Level Agreement for SAP Cloud Services shall not apply to any SAP Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such SAP Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions

“**Downtime**” means the Total Minutes in the Month during which the productive version of the applicable SAP Cloud Service is not available, except for Excluded Downtimes.

“**Month**” means a calendar month.

“**Monthly Subscription Fees**” means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

“**Total Minutes in the Month**” are measured 24 hours at 7 days a week during a Month.

“**UTC**” means Coordinated Universal Time standard.

3. System Availability SLA and Credits

3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SAP's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SAP Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for SAP Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SAP did not meet the System Availability SLA.

SAP will provide to customers a monthly report describing the System Availability percentage for the applicable SAP Cloud Service either (i) by email following a customer's request to its assigned SAP account manager, (ii) through the SAP Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability

System Availability percentage is calculated as follows:

$$\text{System Availability Percentage} = \frac{\text{Total Minutes in the Month} - \text{Excluded Downtime}}{\text{Total Minutes in the Month}} \times 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SAP's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable SAP Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for SAP Cloud Services".

4. Maintenance Windows for SAP Cloud Services

SAP can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the data center where the SAP Cloud Service is hosted. SAP will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the SAP Cloud Services.

<u>CLOUD SERVICE</u>	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
Concur	Europe: Winter: SAT 10 pm UTC Summer: SAT 9 pm – 1 pm UTC Americas: Winter SUN 1 am UTC Summer SUN 12 am UTC	4 hours	
Fieldglass	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 5 times per year (requires 5 days advance notice): Europe: Winter: FRI 9 pm – SUN 2 pm UTC Summer: FRI 8 pm – SUN 1 pm UTC Americas: Winter: SAT 5 am – SUN 9 pm Summer: SAT 4 am – SUN 8 pm UTC
S/4HANA Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
S/4HANA Cloud for intelligent product design	Europe: SAT 10 pm UTC	4 hours	Up to 4 times per year Europe: SAT 8 am -8 PM UTC
S/4HANA Finance Cloud for credit integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 4 times per year: APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
S/4HANA Finance Cloud for customer payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 4 times per year: APJ: SAT 12 am - SAT 6 am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Agile Data Preparation	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: SAT 12 am - SAT 7 am UTC Summer SAT 1 am - SAT 8 am UTC Winter
SAP Analytics Cloud (formerly BusinessObjects Cloud or Cloud for Analytics or SAP Cloud for EPM (includes Cloud for Planning))	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year*: APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Analytics Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
SAP Anywhere	Americas: WED 6 am - 10 am UTC APJ/China: THU 2 pm – 6 pm UTC	2 hours	Up to 4 times per year Americas: WED 6 am - 10 am UTC APJ/China: THU 2pm - 6 pm UTC
SAP Ariba Cloud Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 12 am UTC	4 hours	-
SAP Asset Intelligence Network	APJ: SAT 3pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: FRI 3:30 am – FRI 3:30 pm UTC

<u>CLOUD SERVICE</u>	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Asset Manager	No downtime required for maintenance		Up to 4 times per year: APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Asset Strategy and Performance Manager	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Europe: FRI 3:30 am FRI 3:30 pm UTC
SAP Authentication 365, SAP LiveLink 365, SAP People Connect 365	Up to Once Every Month Americas: SUN 4 a.m. to 8 a.m. UTC	4 hours	Up to 4 times per year: Americas: SAT 4 am to 2:00 pm UTC
SAP Browse Manager and Conversion Manager	No downtime required for maintenance	-	
SAP BusinessByDesign	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP BusinessOne Cloud Deployment Services	Europe: MON 2 am UTC Americas: MON 8 am UTC	4 hours	Up to 4 times per year: Europe: SAT 7 am – SAT 1 pm UTC
SAP Clea for Cash Application	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Europe: SAT 7 am – SAT 1 pm UTC
SAP Cloud Appliance Library	Bi-weekly (odd calendar weeks): APJ, Europe, Americas: Winter: THU 6 am Summer: THU 5 am	1 hour	Up to 12 times per year, during a one (1) hour window made known by SAP at least one (1) week in advance.* * These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Cloud for Real Estate	Europe: SAT 10 pm UTC	2 hours	-
SAP Cloud for Travel and Expense	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 pm – SAT 10 pm UTC Europe: SAT 5 am – SUN 5 am UTC Americas: SAT 11 am – SUN 11 am UTC
SAP Cloud Platform	No downtime required for maintenance	-	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform API Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 p.m. – SAT 2 p.m. UTC Europe: FRI 10 p.m. – SAT 10 p.m. UTC Americas: SAT 4 a.m. – SUN 4 a.m. UTC
SAP Cloud Platform Gamification	Bi-weekly: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hour	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Integration	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 p.m. – SAT 2 a.m. UTC Europe: FRI 10 p.m. – SAT 10 a.m. UTC Americas: SAT 4 a.m. – SAT 4 p.m. UTC

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Cloud Platform Mobile Service for app and device management SAP Cloud Platform Mobile Service for SAP Fiori	Bi-weekly (odd calendar weeks): APJ, Europe, Americas: SAT 10 pm UTC	4 hours	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Cloud Platform Virtual Machine	Up to once every month: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Connected Agriculture	Up to once every month: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 12 am – SAT 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Connected Goods	APJ: SAT 3pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 pm – SUN 7 pm UTC Europe Winter: FRI 9 pm – MON 2 am UTC Summer: FRI 8 pm – MON 1 am UTC Americas: Winter: SAT 3 am – MON 8 am UTC Summer: SAT 2 am – MON 7 am UTC
SAP Connected Parking	No Downtime required for maintenance		Up to 4 times per year: Europe: SAT 9 pm – MON 5 am UTC Americas: SUN 3am- MON 11 am UTC
SAP Consumer Insight 365	Up to Once Every Month APJ: SAT 3 pm to 7 pm UTC	4 hours	Up to 4 times per year: APJ: SAT 3 pm – Sun 1 am UTC
SAP Contact Center, Cloud Edition	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Data Quality Management	Europe: SAT 10 pm UTC	1 hour	-
SAP Digital Manufacturing Insights	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Europe: FRI 11 pm - MON 1 am UTC Americas: SAT 5 am - MON 7 am UTC
SAP Digital Payments	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Saturday 7:00 a.m. to Sunday 1:00 p.m. UTC
SAP Distributed Manufacturing	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Europe: FRI 3:30 am – FRI 3:30 pm UTC
SAP Edge Services	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: Friday 10:00 PM to Monday 3:00 AM
SAP Enable Now	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: THU 8 am - THU 10 pm UTC Europe: THU 3 pm - FRI 5 am UTC Americas: THU 9 pm – FRI 11 am UTC

<u>CLOUD SERVICE</u>	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Event Ticketing, Event Ticketing Pro	APJ: SUN 4 pm & TUE 4 pm UTC Europe: SUN 11 pm & TUE 11 pm UTC Americas: MON 5 am & WED 5 am UTC	6 hours	Up to 2 times per year: APJ: FRI 2 pm - SUN 8 pm UTC Europe: FRI 9 pm - MON 3 am UTC Americas: SAT 3 am – MON 9 am UTC
SAP Exchange Media	No downtime required for maintenance		Up to 4 times per year APJ: SAT 12 am – SAP 6 am UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Financial Services Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Financial Statements Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	Up to 4 times per year: APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Fiori Cloud	No downtime required for maintenance	-	Up to 4 times per year: APJ: FRI 2 p.m. – FRI 6 p.m. UTC Europe: FRI 10 p.m. – SAT 2 a.m. UTC Americas: SAT 4 a.m. – SAT 8 a.m. UTC
SAP Health Engagement	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Europe: FRI 4 am – FRI 10 am UTC Americas: SAT 5 am – SAT 11 am UTC
SAP Hybris Cloud for Customer	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Russia: SAT 10 pm Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 am - SAT 10 pm UTC Europe: SAT 5 pm - SUN 5 am UTC Russia: SAT 5 pm- SUN 5 am UTC Americas: SAT 11 pm - SUN 11 am UTC
SAP Hybris Commerce Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 3 pm – SAT 11 pm UTC Europe: SAT 10 pm – SUN 6 am UTC Americas: SUN 4 am – SUN 12 pm UTC
SAP Hybris Marketing Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 9 pm – SAT 9 pm UTC Europe: SAT 4 am – SUN 4 am UTC Americas: SAT 10 am – SUN 10 am UTC
SAP Hybris Merchandising	No downtime required for maintenance	-	-
SAP Hybris Revenue Cloud	Americas: SUN 4 am UTC	4 hours	Up to 4 times per year Americas: SUN 4 am - SUN 12 pm
SAP Hybris Sales and SAP Hybris Service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 10 pm - SAT 10 pm UTC Europe: SAT 5 am - SUN 5 am UTC Americas: SAT 11 am - SUN 11 am UTC
SAP Customer Engagement Center	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 3 pm - SUN 7 pm UTC Europe: FRI 10 pm - MON 2 am UTC Americas: SAT 4 am - MON 8 am UTC
SAP Hybris Identity SAP Hybris Consent SAP Hybris Profile	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	-4 hours	-

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Hybris Customer Attribution	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Americas: SAT 1pm - SUN 1pm UTC Europe: SAT 7am - SUN 7am UTC
SAP Innovation Management	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: FRI 2 pm - MON 6 am UTC Europe: FRI 9 pm - MON 2 pm UTC Americas: SAT 3 am - MON 8 pm UTC
SAP Integrated Business Planning	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: FRI 2 pm - SUN 7 pm UTC Europe: FRI 9 pm - MON 2 am UTC Americas: SAT 3 am - MON 8 am UTC
SAP Intelligent Notification 365	Europe: SAT 10 pm UTC	4 hours	-
SAP IoT Application Enablement	Bi-Weekly (odd calendar weeks): APJ: SUN 8:30 pm UTC Europe: Winter: MON 3:30 am UTC Summer MON 2:30 am UTC Americas: Winter: MON 9:30 am UTC Summer: MON 8:30 am UTC	2 hours	Up to 4 times per year: APJ: SAT 12 am – SAT 12 pm UTC Europe: Winter: SAT 7 am – SAT 7 pm UTC Summer: SAT 6 am – SAT 6 pm UTC Americas: Winter: SAT 3 am – SAT 3 pm UTC Summer: SAT 2 am – SAT 2 pm UTC
SAP IoT Connect 365	Up to once every month: SAT 10 pm UTC	4 hours	Up to 4 times per year: SAT 7 am – SAT 1 pm UTC
SAP Jam Collaboration, SAP Jam Communities	Aligned with the SAP SuccessFactors Business Execution Suite	7 hours (2 times)	-
SAP Leonardo IoT Bridge	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year APJ: FRI 2 pm – SUN 7 pm UTC Europe: Winter: FRI 9 pm – MON 2 am UTC Summer: FRI 8 pm – MON 1 am UTC Americas: Winter: SAT 3 am – MON 8 am UTC Summer: SAT 2 am – MON 7 am
SAP Leonardo IoT Discovery	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 8 times per year Europe: FRI 3:30 am - FRI 3:30 pm UTC
SAP Knowledge Workspace	Europe: SAT 10 pm UTC	1 hour	Up to 8 times per year
SAP Live Customer Cloud	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year*: APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC *These Maintenance Windows are separate from and in addition to Maintenance Windows of underlying SAP Cloud Platform.
SAP Localization Hub, advanced compliance reporting service	Europe: SAT 2 am UTC	2 hours	Up to 12 times a year Four (4) hours window made known by SAP at least one (1) week in advance.*
SAP Localization Hub, electronic invoicing for Brazil (nota fiscal electronica)	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: Americas: SAT 3 am UTC Europe: SUN 3 am UTC
SAP Localization Hub, tax service	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year:

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP Network Logistics Hub (formerly SAP Connected Logistics)	APJ: SAT 3 pm UTC Europe: SAT 10pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ, Europe, Americas: Winter (any weekday): 3:30 am – 7:30 am UTC Summer (any weekday): 2:30 am – 6:30 am UTC
SAP Predictive Maintenance and Service, Cloud Edition	APJ, Europe, Americas Winter: FRI: 3 pm UTC Summer: FRI 2 pm UTC	2 hours	Up to 8 times per year: APJ, Europe, Americas: Winter: FRI 3 pm – MON 7 am UTC Summer: FRI 2 pm – MON 6 am UTC
SAP Product Stewardship Network	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: TUE 4 am – TUE 11 am UTC Europe: TUE 4 am – TUE 11 am UTC Americas: TUE 4 am – TUE 11 am UTC
SAP RealSpend	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	3 hours	Up to 4 times per year: APJ: SAT 7 am – SAT 1 pm UTC Europe: SAT 7 am – SAT 1 pm UTC Americas: SAT 7 am – SAT 1 pm UTC
SAP Resolve	Every third week: APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: SAT 3 am – MON 8 am UTC Europe: SAT 3 am – MON 8 am UTC Americas: SAT 3 am – MON 8 am UTC
SAP Roambi	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	2 hours	Up to 4 times per year: APJ: SAT 3 pm – 9 pm UTC Europe: SAT 10 pm – SUN 4 am UTC Americas: SUN 4 am – 10 am UTC
SAP Service Ticket Intelligence	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	1 hours	Up to 4 times per year: Europe – WED 2 am-4 am UTC Americas: WED 6 am – 8 am UTC
SAP SMS 365, enterprise service	Up to Once every month: All regions: SAT: 6pm to 10pm UTC	4 hours	
SAP SportsOne	Bi-Weekly: APJ: MON 10 pm UTC Europe: TUE 5 am UTC Americas: TUE 11 am UTC & APJ: WED 10 pm UTC Europe: THU 5 am UTC Americas: THU 11 am UTC	2 hours 1 hour	Once per year, 8 hours
SAP SuccessFactors HCM Suite (except Employee Central Payroll) SAP Learning Hub SAP SuccessFactors Email Encryption Recruiting Marketing	Australia: Winter: FRI 2 pm & SAT 2 pm UTC Summer: FRI 1 pm & SAT 1 pm UTC China: FRI 4 pm & SAT 4 pm UTC Russia: FRI 9 pm & SAT 9 pm UTC Europe: SAT 12 am & SUN 12 am UTC Brazil: Winter: SAT 3 am & SUN 3 am UTC Summer: SAT 2 am & SUN 2 am UTC US and Canada: Winter: SAT 5 am & SUN 5 am UTC Summer: SAT 4 am & SUN 4 am UTC	7 hours (2 times)	-

CLOUD SERVICE	Regular Maintenance Start Time in UTC per region	Duration	Major Upgrades Timeframe in UTC per region
SAP SuccessFactors Employee Central Payroll	Australia: Winter: FRI 2 pm UTC Europe: (American Customers) SAT 5 am (all other Customers) SAT 12 am UTC US and Canada: Winter: SAT 5 am UTC	4 hours	-
SAP Supply Base Optimization	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: SAT 12am - SAT 6am UTC Europe: SAT 7 pm – SAT 1 pm UTC Americas: SAT 1 pm – SAT 7 pm UTC
SAP Global Track and Trace	No downtime required for maintenance	-	Odd Numbered Weeks 5 am to 7 am UTC
SAP Translation Hub	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 12 times per year, during a two (2) hour window made known by SAP at least one (1) week in advance.*
SAP TwoGo	No downtime required for maintenance	-	Up to 12 times per year: Europe: Winter: FRI 9 pm to MON 2 am UTC Summer: FRI 8 pm to MON 1 am UTC
SAP Vehicle Insights	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: APJ: Winter: SAT 11am to 11pm UTC Summer: SAT 10 am to 10 pm UTC Europe: Winter: SAT 7 am – 7 pm UTC Summer: SAT 6 am – 6 pm UTC Americas: Winter: SAT 1 pm – SUN 1 am UTC Summer: SAT 12 pm – SUN 12 am UTC
SAP Vehicles Network	No downtime required for maintenance	-	Up to 4 times per year: APJ: SAT 2 pm – SUN 10 pm UTC Europe: Winter: SAT 9 pm – MON 5 am UTC Summer: SAT 8 pm – MON 4 am UTC Americas: Winter: SUN 3 am – MON 11 am UTC Summer: SUN 2 am – MON 10 am UTC
SAP Watch List Screening	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year: FRI 7 am to 10 pm
SAP Work Life	Europe: 10 pm UTC	1 hour	Up to 8 times per year
SAP Work Manager, Cloud Edition	No downtime required for maintenance	-	Up to 12 times per year: Europe: THU 6 pm – THU 8 pm UTC

VENDOR BRANDED CLOUD SERVICES

	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Assessment Management by Questionmark	Europe: SAT 9 am UTC Americas: Winter: SAT 10 am UTC Summer: SAT 9 am UTC	12 hours	Regular Maintenance windows on a third Saturday of each month
SAP Communication Center by Ancile	(1) APJ: MON 6 pm & WED 6 pm UTC Europe: Winter: TUE 1 am & THU 1 am UTC Summer: TUE 12 am & THU 12 am UTC Americas: Winter: TUE 7 am & THU 7 am UTC Summer: TUE 6 am & THU 6 am UTC (2) APJ: FRI 6 pm UTC Europe: Winter: SAT 1 am UTC Summer: SAT 12 am UTC Americas: Winter: SAT 7 am UTC Summer: SAT 6 am UTC	2 hours 4 hours	Customer may select from any one of the maintenance window options (1) or (2)
SAP Hybris Digital Asset Management Cloud by OpenText	Europe: SAT 7:00 pm UTC SUN 3:00 pm UTC Americas: SAT 1:00 am UTC SUN 2:00 am UTC	5 hours 2 hours 5 hours 4 hours	Up to 52 times per year
SAP Hybris Loyalty	Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 4 times per year
SAP Knowledge Central by Mindtouch	(1) APJ: MON 6 pm & WED 6 pm UTC Europe: Winter: TUE 1 am & THU 1 am UTC Summer: TUE 12 am & THU 12 am UTC Americas: Winter: TUE 7 am & THU 7 am UTC Summer: TUE 6 am & THU 6 am UTC (2) APJ: FRI 6 pm UTC Europe: Winter: SAT 1 am UTC Summer: SAT 12 am UTC Americas: Winter: SAT 7 am UTC Summer: SAT 6 am UTC	2 hours 4 hours	Customer may select from any one of the maintenance window options (1) or (2) Up to 4 times per year: APJ: FRI 2 pm - SAT 2 pm UTC Europe: Winter: FRI 9 pm - SAT 9 pm UTC Summer: FRI 8 pm - SAT 8 pm UTC Americas: Winter: SAT 3 am - SUN 3 am UTC Summer: SAT 2 am - SUN 2 am UTC

	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Productivity Pak by Ancile	APJ: SAT 1 pm UTC Europe: Winter: SAT 8 pm UTC Summer: SAT 7 pm UTC Americas: Winter: SUN 2 am UTC Summer: SUN 1 am UTC	6 hours	Up to 4 times per year: APJ: SAT 1 pm – SAT 7 pm UTC Europe: Winter: SAT 8 pm – SUN 2 am UTC Summer: SAT 7 pm – SUN 1 am UTC Americas: Winter: SUN 2 am – SUN 8 am UTC Summer: SUN 1 am – SUN 7 am UTC
SAP S/4HANA Cloud Invoice Processing by OpenText	Europe: 8 pm Friday to 1 am Saturday UTC, 4 pm Sunday to 6 pm Sunday UTC (this window may be used a maximum of 4 times per year) Americas: 3 pm Friday to 8 pm Saturday UTC 4 pm Saturday to 8 pm Sunday UTC	2 hours	
SAP Scheduling and Resource Management by ClickSoftware	APJ: SAT 3 pm UTC Europe: SAT 10 pm UTC Americas: SUN 4 am UTC	4 hours	Up to 2 times per year 30 June, 31 December
SAP Signature Management by DocuSign			To the extent maintenance must be performed on the SAP Cloud Service, SAP shall use maintenance windows for planned downtimes applicable to the SAP cloud solution associated with use of the SAP CloudService.
SAP SuccessFactors Extended Enterprise Content Management by OpenText	Europe: SAT 19:00 UTC to SUN 0:00 UTC SUN 15:00 UTC to 17:00 UTC Americas: SAT 1:00 UTC to 6:00 UTC SUN 2:00 UTC to 6:00 UTC	5 hours 2 hours 5 hours 4 hours	Up to 52 times per year
SAP Time and Attendance Management by Workforce Software, SAP Workforce Forecasting and Scheduling by WorkForce Software	APJ: SAT 1 pm UTC Europe: Winter: SAT 8 pm UTC Summer: SAT 7 pm UTC Americas: Winter: SUN 2 am UTC Summer: SAT 1 am UTC	4 hours	-

	Regular Maintenance Start Time in UTC per region	Duration	Comments & Major Upgrades Timeframe in UTC per region
SAP Trade Repository Reporting by Virtusa	APJ, Europe, Americas: Winter: weekdays 7 pm UTC Summer: weekday 6 pm UTC & Every fourth MON of every month APJ, Europe, Americas: Winter: 11 pm UTC Summer: 10 pm UTC	2 hours 4 hours	APJ, Europe, Americas: Winter: SAT 5 am – SUN 8 pm UTC Summer: SAT 4 am – SUN 7 pm UTC
SAP U.S. Benefits Management by Benefitfocus	Americas: Winter: SAT 4 am UTC Summer: SAT 3 am UTC	8 hours	-
SAP User Experience Management by Knoa	Europe: WED 9 pm UTC Americas: SAT 10 am UTC THU 3 am UTC	2 hours 12 hours 2 hours	-

SUPPORT POLICY FOR SAP CLOUD SERVICES

This Support Policy for SAP Cloud Services is part of an Agreement for certain SAP Cloud Services (“Agreement”) between SAP and Customer.

SUPPORT AND SUCCESS PLAN OFFERINGS

As part of SAP’s ONE Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SAP offers the following support levels, SAP Enterprise Support, cloud editions, SAP Preferred Care and SAP Preferred Success. SAP Enterprise Support, cloud editions is included in the subscription fees for SAP Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service. SAP Preferred Care is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for SAP Cloud Platform, SAP Ariba, SAP Concur, SAP Business byDesign. SAP Preferred Success is offered for an additional fee, as an add-on to SAP Enterprise Support, cloud editions, for SAP SuccessFactors, SAP S/4HANA Cloud and SAP Hybris Cloud for Customer Cloud Services only.

1. SCOPE OF THE SUPPORT AND PREFERRED SUCCESS SERVICES

Capitalized Terms are further defined in the table below.

1.1 Enterprise Support, cloud editions: Foundational engagement support with focus on customer interaction and issue resolution.

SAP Enterprise Support, cloud editions	
Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	✓
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Self-service through web and community
Collaboration	
SAP Support Advisory Services	✓
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	✓
Product Roadmap Update Information	Self-service through web
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution

1.2 SAP Preferred Care: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance and customer-specific best practices to help drive user adoption and value realization (Representation below includes SAP Enterprise Support, cloud editions).

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	✓
Release Update Information	Customer-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Support Expert for technical and product usage advice, best practices and operational excellence (within customer's region)
Regular Checkpoint	Meeting with Support Expert to review critical issues, reporting and best practices
Support via web and platform for social business collaboration	✓
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors, SAP Concur, SAP Ariba and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	✓
Innovation and Value Realization	
Proactive Checks proposed by SAP	Incl. customer-specific Proactive Checks
Product Roadmap Update Information	Customer-specific Product Roadmap Update Information
Periodic Cloud Service Review And Planning	Meeting with Support Expert to discuss checkpoint, cycle planning, challenges and adoption plan
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable.

1.3 SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and access to Success Programs to help drive consumption and value realization

Mission Critical Support	
24x7 Mission Critical Support for P1 and P2 issues (English only)	24x7 prioritized issue handling
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Customer Interaction Center 24x7	✓ (as stated below)
Global Support Backbone	✓
End-to-end Supportability	✓
Learning and Empowerment	
Access to remote SAP support content and services, e.g., Meet-the-Expert Sessions	Access to Preferred Success specific learning content
Release Update Information	Solution-specific Release Update Information
Collaboration	
SAP Support Advisory Services	✓
SAP Cloud Service and process-related guidance	Access to Success Resources for full customer lifecycle from onboarding to consumption, including technical and product usage advice, best practices and operational excellence, may include in-person delivery, at SAP discretion
Regular checkpoint	Access to Success Resources to answer questions related to critical issues, reporting and best practices, may include in-person delivery, at SAP discretion
Support via web and platform for social business collaboration	Exclusive access to Preferred Success Community
Support via chat during business hours in English language for non-Mission Critical Support issues	Currently available for SAP SuccessFactors and SAP S/4HANA Cloud Services
SAP Enterprise Support Reporting	Enhanced Success Reporting
Innovation And Value Realization	
Access to Success Programs	Various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities)
Proactive Checks proposed by SAP	Automated or self-service Proactive Checks for the specific solution in use
Product Roadmap Update Information	Solution-specific Product Roadmap Update Information
Periodic Cloud Service Review and Planning	Access to Success Resources for checkpoints, cycle planning, challenges and consumption planning, may include in-person delivery, at SAP discretion
Refresh of test instance	Access to SAP assistance with managing the refreshing of test instances up to two times per year, where applicable

Empowerment content and session schedules are stated at the SAP Support Portal in the [SAP Enterprise Support Academy](#) section. Scheduling, availability and delivery methodology is at SAP's discretion.

Support services related to Empowerment and Innovation and Value Realization as stated above, require a customer request and are provided remotely. For example, remote support services may include assisting customers in evaluating the innovation capabilities of the latest updates and technology innovation and how they may be deployed for a customer's business process requirements, or giving customer guidance in the form of knowledge transfer sessions. Scheduling, availability and delivery methodology are at SAP's discretion.

The support services are available in English language, unless stated otherwise.

2. CUSTOMER INTERACTION CENTER LANGUAGES

SAP Support provides initial telephone contact for Customer Contacts, defined below, through the SAP one support phone number "CALL-1-SAP" (as stated at the CALL-1-SAP page: <https://support.sap.com/contactus>) and/or via other solution specific hotlines in the following languages: English (available 24 hours all weekdays) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

3. CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, that customer may contact SAP's support organization as primary point of contact for support services.

For contacting SAP's support organization, the current preferred contact channel for SAP Enterprise Support, cloud editions is the SAP Support Portal at <https://support.sap.com>, unless otherwise set forth in the table below.

SAP Cloud Service	Contact Channels
SAP Concur SAP Ariba SAP Fieldglass	https://concursolutions.com https://connect.ariba.com http://fieldglass.com/solutions/support or embedded in the application help menu
SAP Digital Interconnect	https://community.sapmobileservices.com/support (integrated scenarios use SAP Support Portal)
SAP Business ByDesign SAP Hybris Cloud for Customer SAP Sports One SAP Learning Hub	Embedded in the applicable SAP Cloud Service: • For end-users: The "Help Center", accessible from every screen, • For Key Users: The "Application & User Management Work Center".

Customers that have subscribed to the SAP Preferred Care services may contact their assigned Support Expert directly for solution expertise support.

4. CUSTOMER RESPONSE LEVELS

SAP responds to submitted support cases (also referred to as “case”, “incident”, or “issue”) as described in the table below.

Priority	Definition	Response Level
P1	Very High: An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed. This is generally caused by the following circumstances: - A productive service is completely down. - The imminent system Go-Live or upgrade of a production system cannot be completed. - The customer's core business processes are seriously affected. A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.	Initial Response: Within one hour of case submission. Ongoing Communication: Unless otherwise communicated by SAP Support, once every hour. Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.
P2	High: An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP service that are required immediately. The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.	Initial Response: Within four hours of case submission for SAP Enterprise Support, cloud edition customers and within two hours of case submission for SAP Preferred Care and SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP Support, once every six hours. Resolution Target: SAP to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days for SAP Preferred Care and SAP Preferred Success customers only.
P3	Medium: An incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.	Initial Response: Within one business day of case submission for SAP Enterprise Support, cloud edition customers, and within four business hours of case being received for SAP Preferred Care and SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.

P4	Low: An incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily, or are rarely used.	Initial Response: Within two business days of case submission for SAP Enterprise Support, cloud editions customers and within one business day of case submission for SAP Preferred Care and SAP Preferred Success customers. Ongoing Communication: Unless otherwise communicated by SAP Support, once every week.
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The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of SAP Cloud Services developed specifically for customer (including those developed by SAP Custom Development and/or by SAP subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality ("development request") or the incident is ascribed to a consulting request ("how-to").

5. CUSTOMER'S RESPONSIBILITIES

5.1 Customer Contact. In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – system administrator roles within specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and Mission Critical Support services. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

- (i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SAP support in the event of new problems;
- (ii) Manage background jobs and the distribution of business tasks across users (if available);
- (iii) Manage and monitor connections to Customer's third party systems (if available);
- (iv) Support the adoption of the Cloud Service.

5.2 Contact Details. Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SAP Cloud Service through the SAP Support Portal at <https://support.sap.com> or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SAP's support organization.

5.3 Cooperation. To receive support services, Customer will reasonably cooperate with SAP to resolve support incidents, and will have adequate technical expertise and knowledge of their configuration of the SAP Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

6. CAPITALIZED TERMS

Below are further explanations of the capitalized terms used above:

Customer Interaction Center 24x7	Units within SAP's support organization that customers may contact for general support related inquiries through the described contact channels.
End-to-end Supportability	Support for incidents that occur in integrated business scenarios consisting of SAP Cloud Services and / or both SAP Cloud Services and other SAP products with a valid support agreement.

Enhanced Success Reporting	Enhanced Success Reporting means access to reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including product consumption, technical and product usage, status of support services, and the achievements hereunder.
Global Support Backbone	SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to customers and partners of SAP only. The Global Support Backbone also includes the SAP Support Portal at https://support.sap.com .
Go-Live	Go-Live marks the point in time from when, after set-up of the SAP Cloud Services for a customer, the SAP Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer's internal business operations in accordance with its agreement for such SAP Cloud Services.
Local Time Zone	A customer's local time zone, depending on where the customer is headquartered.
Meet-the-Expert Sessions (MTE)	Live webinars focusing on SAP Enterprise Support services and the support aspects of the latest SAP technologies. Recorded sessions are available in the replay library in the SAP Enterprise Support Academy for self-paced consumption.
Mission Critical Support	Global incident handling by SAP for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing Communications and Resolution Targets (as set forth in the above table for Response Levels).
Non-Defect Issue	A reported support case that does not involve a defect in the applicable SAP Cloud Service and does not require engineering / development or operations personnel to resolve.
Periodic Cloud Service Review and Planning	Periodic review of key business milestones and objectives for solutions covered under Preferred Care and/or Preferred Success.
Preferred Success Communities	Social media-based empowerment and collaboration, aligning access to peers and SAP experts.
Proactive Checks	Self-services, providing recommendations for the specific customer situation.
Product Roadmap Update Information	Product roadmaps SAP makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SAP does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
Release Update Information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.
SAP Cloud Service	Any SAP Cloud Service set forth in an applicable Order Form.

SAP Enterprise Support Academy	Content and services in several formats, supporting different learning styles and needs, from ad hoc problem solving to structured, long-term knowledge acquisition.
SAP Enterprise Support Reporting	A report or dashboard analyzing and documenting the status of support services and achievements hereunder (e.g., based on solution monitoring capabilities and support case status).
SAP Support Advisory Services	Access to support experts who help customers on support-related requests and advice on the right support deliverables and assets.
Support Expert	A specific SAP customer representative (often referred to as Customer Success Manager) that is assigned to Customers with SAP Preferred Care as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
Success Resources	Access to automated, guided or direct analysis, reporting, expertise, and knowledge components to drive operational excellence throughout the full customer lifecycle including onboarding, consumption, utilization and operations, as well as technical and product usage. At SAP's discretion, this also can be a specific customer representative as defined above.
Success Programs	A combination or integration of various Success Resources, learning content and platforms (e.g. webinars, chat sessions, etc.), and social business collaboration channels (e.g. communities) delivered in a programmatic or prescriptive approach that support successful deployment, consumption and ongoing value realization.

EXHIBIT A
Carahsoft Technology Corp. - Concur
Public Sector Terms and Conditions
Effective XXXXX, 20XX ("Order Effective Date")

This Exhibit A (the "**Attachment**") pertains to and is made a part of the Order between Carahsoft Technology Corp. ("Carahsoft") and the Customer. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Quote. If any terms of this Attachment are inconsistent with the terms of the Quote, then the terms of this Attachment shall control.

1. **Currency for Fees:** All fees set forth in this are denominated in the currency specified in the Quote and shall be paid by Customer in such currency.
2. **Invoicing:** Carahsoft shall be entitled to invoice Customer for the fees specified in the Order as set forth below:
 - Initial Set Up Fees:** Carahsoft shall be entitled to invoice Customer for the Initial Set Up Fees specified in the Order at any time on or after the date specified as the "Order Effective Date".
 - Pre-Production System Fees:** If the primary Service specified in the Order that includes a Pre-Production System Fee, Carahsoft shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary Service.
 - Transaction Fees and Other Recurring Fees:** Carahsoft shall be entitled to invoice Customer for the recurring Transaction Fee for the primary Service specified in the Order (and for all Recurring Fees specified in the "Extended Services Ordered" section(s) above that pertain to such Service) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Order.
- 2.1 **Term.** After the Initial Term, the Order shall continue thereafter until either party elects to terminate the Order by delivering written notice of termination to the other party at least ninety (90) days before the desired effective date of such termination, subject to the terms of the Agreement. All terms and conditions hereof shall remain in effect during any renewal term, except as the parties otherwise expressly agree to in writing.
3. **Payment Terms:** Customer will pay each accurate Carahsoft invoice in accordance with Net 30 payment terms.
- 3.1 **Duties Upon Termination.** Upon termination of the Order, Carahsoft shall have no further obligation to provide Concur Service. After termination of the Order, upon Carahsoft's request, Customer shall return to Carahsoft or destroy all Concur Property that is in Customer's possession or control. Termination of the Order shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination, and the applicable provisions of the Order shall continue to apply to such claim until it is resolved.

Definitions: For purposes of this Schedule, the following terms will have the meanings specified below:

"Annual Period" means each 12-month period beginning on the Order Effective Date.

"Base Transactions" means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in the Order for a given Billing Cycle during the term of the Order.

"Billing Cycle" means the billing frequency specified in the Order as the "Billing Cycle".

"Incremental Transactions" means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which Customer is required to pay the corresponding Incremental Transaction Fee specified in the Order for a given Billing Cycle during the term of the Order.

"Production Availability" means, for the Service Type ordered hereunder, the date on which Carahsoft makes such Service available to Carahsoft for production use.

"Recurring Fee" means the fee to be paid for each Billing Cycle for the unit-based Extended Services based on the aggregate number of Base Transactions for the Service Type ordered.

"Service Type" means each primary service offering ordered as specified in the order or previously ordered as a "Service Type" under the Agreement.

"Transaction" means, except as otherwise set forth below for the applicable service, an expense report that is submitted by or on behalf of Customer user during a given Billing Cycle through the use of the Service; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.

“Transaction Fee” means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee and/or Recurring Fees specified in the Order; and (ii) an Incremental Transaction Fee equal to the number of Incremental Transactions for the applicable Billing Cycle, multiplied by the applicable rate per Incremental Transaction specified in the Order. The Base Transaction Fee and Recurring Fee components will be invoiced for payment in advance of each Billing Cycle and the Incremental Transaction Fee component will be invoiced for payment in arrears for the preceding Billing Cycle.

“Transaction Fee Start Date” means: (i) for each Service Type ordered as specified in the order (and all recurring fees for Extended Services ordered that pertain to such Service Type), the first calendar month after the date of Production Availability of such Service Type; and (ii) for each Extended Service ordered that pertains to a previously-ordered Service Type, the first scheduled Billing Cycle after the later of Production Availability of such previously-ordered Service Type or the date specified as the “Order Effective Date”.