

Coupa Travel - Product Schedule

The following describes the supplemental terms that apply to the Coupa Travel products purchased by Customer as stated on the Order Form to a Master Subscription Agreement ("**Agreement**" or "**MSA**").

The terms of this product schedule may be updated from time to time, however, for each Order Form, the terms effective as of the execution of the Order Form shall apply for the duration of the applicable Subscription Term. If there is a conflict between this product schedule, the Order Form, and the Agreement, this product schedule shall control. Capitalized terms used but not defined herein will have the meaning provided in the Order Form or Agreement, as applicable.

1. DEFINITIONS

The following additional definitions apply.

- a) "**Additional TMC Services**" means travel-related services offered and sold to Customer directly by an Authorized TMC, which are provided solely by the Authorized TMC and are intended to supplement and integrate with the Travel Services.
- b) "**After-Hours**" means any time between 9:00 p.m. and 8.00 a.m. Eastern Time.
- c) "**Live Agent Interaction**" shall mean a phone conversation or instant messaging exchange between a User or other authorized Customer representative and an agent providing Travel Support on behalf of Coupa.
- d) "**Loaded Rates**" means discounted or other Customer-negotiated rates offered directly to Customer by a Travel Supplier.
- e) "**TMC**" means a travel management company, and "**Authorized TMC**" means a TMC authorized to provide Travel Support or Additional TMC Services to Customer as designated in an Order Form or otherwise agreed upon between Coupa and Customer.
- f) "**Travel Policy**" means, collectively, the settings and data uploaded to or configured in Customer's account for the purpose of establishing travel-related preferences, restrictions and limitations for Users in the Hosted Application based on Customer's corporate travel policy.
- g) "**Travel Services**" means the Coupa Travel Services ordered by Customer as described in the applicable Order Form(s). Subject to the foregoing and the terms and conditions of the Agreement, Travel Services include (a) access to the on-line booking tool that is part of the Hosted Application and (b) Travel Support for Users.
- h) "**Travel Supplier**" means a third-party provider of lodging or transportation services.
- i) "**Travel Support**" means travel-related customer support services (including live agent support) as part of the Travel Services, provided to Customer by an Authorized TMC, as further described in the Order Form(s) and/or Documentation pertaining to Travel Services.

2. GENERAL.

- a) **Travel Policy.** Customer is solely responsible for ensuring the accuracy and completeness of its Travel Policy. Customer agrees to update the settings and configurations within the Hosted Application as necessary to conform the Travel Policy to Customer's internal travel policy (as may be updated from time to time), including in connection with any modifications to the features or functionality of the Hosted Application resulting from releases in accordance with Coupa's update policy.
- b) **Compliance with Laws and Travel Advisories.** Customer is solely responsible for ensuring that its Users comply with applicable laws and regulations in connection with travel and lodging booked through the Travel Services. Without limiting the foregoing, Customer shall be solely responsible for (a) assessing the need for, and procuring, any travel visas or other permits or authorizations and (b) monitoring and complying with any government agency travel advisories and restrictions.
- c) **Preferred Travel Suppliers.** Customer acknowledges and agrees that Coupa and/or the Authorized TMC(s) may receive commissions or other incentives for bookings from certain Travel Suppliers.

- d) **Additional TMC Services.** In the event Customer purchases Additional TMC Services from an Authorized TMC, Customer acknowledges that such Additional TMC Services are provided pursuant to, and shall be governed exclusively by, Customer's contract with the Authorized TMC, and such Authorized TMC shall be solely responsible for the performance, security, and support of such Additional TMC Services. Customer acknowledges and authorizes Coupa to share Customer Data with the Authorized TMC to the extent necessary for the Authorized TMC to provide Additional TMC Services to Customer.

3. CERTAIN RESTRICTIONS AND LIMITATIONS.

- a) **Users.** Each User is authorized to use the Travel Services to arrange travel and lodging as defined by the following roles:
- **"Traveler"** shall mean a User able to book travel and lodging for themselves and only in such User's own name.
 - **"Travel Arranger"** shall mean a User who has been granted permission by an individual Traveler to book travel and lodging for that Traveler, as well as modify the travel profile and payment methods for that Traveler.
 - **"Travel Super Arranger"** shall mean a User who has authority to book travel and lodging for any Traveler of Customer without special permission from a Traveler, as well as modify the travel profiles and payment methods of Travelers and Travel Arrangers.
- b) **Entitlements.** Customer shall be required to purchase an entitlement for each Traveler utilizing Travel Services, as well as each Travel Arranger or Travel Super Arranger, as may be appropriate.
- c) **Dashboard Data.** Customer acknowledges that information regarding travel and lodging arrangements booked outside of the Hosted Application (including through an Authorized TMC's travel portal) may not be reflected in the data and analytics displayed in the Hosted Application.
- d) **Travel Support.** If Customer's use of After-Hours Travel Support exceeds customary levels, Coupa may (a) direct Customer to purchase an enhanced Travel Support package from an Authorized TMC and/or (b) restrict Customer's access to After-Hours Travel Support pending such purchase; provided, Coupa shall give Customer at least 30 days' written notice before implementing such restriction. For purposes of this Section, Customer's use of After-Hours Travel Support shall be presumed customary if the number of After-Hours Live Agent Interactions represents no more than 10% of the total number of Live Agent Interactions, as measured over any three-month period.
- e) **Customer Rate Loading.** To the extent that Loaded Rates exceed 10% of Customer's total hotel bookings and/or spend, Customer acknowledges that Customer may be required to purchase Additional TMC Services in order for the Authorized TMC to provide support to Customer. Loaded Rates shall be measured by the aggregate US dollar value of such bookings over any such three-month period.
