



# COUPA DIGITAL PAYMENTS PRODUCT SCHEDULE

*Revision: Nov 13, 2024*

This Schedule describes additional terms that are applicable to the Coupa Pay Products specified below.

## **Coupa Pay General Terms**

Coupa's standard process for delivering Coupa Pay is to deliver the application to Customer's test instance upon the execution of the relevant Order Form. Coupa shall deliver the application in Customer's production instance upon request by Customer. The purchase of professional services (provided by Coupa or a third party) is required for configuration of Coupa Pay application in Customer's environment.

Customer hereby authorizes Coupa to analyze Customer information (including but not limited to, information about the Customer, its suppliers, its invoices, and its payments) to evaluate Customer's eligibility for Coupa Pay offerings (e.g., Virtual Cards) and to improve Customer's utilization thereof.

## **Third Party Offerings**

Coupa may integrate, leverage, or make available to Customer services and products ("Third Party Services") provided by third parties ("Third Parties"), including, without limitation, virtual card payment services, financial assessment, and software integrations, for Customer's use with the Services.

Customer acknowledges and agrees that Third Party Services may be subject to their own terms and conditions ("Third Party Terms") and by using Third Party Services, Customer agrees to comply with such Third Party Terms. Customer acknowledges and agrees that in case of a breach of Third Party Terms by the Third Party, there is no breach by Coupa of its MSA with the Customer. Customer acknowledges and agrees that Coupa shall pass through to Customer any transaction fees charged by a Third Party based on the Third Party Terms that the Customer has agreed.

Coupa reserves the right to enter into additional Third-Party agreements as it sees fit to provide additional capacity and/or services on the Coupa Pay platform, and Customer agrees to be bound by corresponding Third Party Terms where required for Customer's ongoing use of the Services or the Coupa Pay platform, or Customer's use of the new services.

Customer agrees that it will reasonably and diligently cooperate, provide reasonably requested documentation and fulfill reasonable requests from or on behalf of any such Third Parties, including, without limitation, the completion of Third Party applications, as required to access and use the Third Party Services.

Customer agrees to provide the Third Parties with accurate and complete information about Customer, its business, and/ or its affiliates (as required and where applicable). Customer hereby authorizes and directs





Coupa to share Customer information (including but not limited to, information about the Customer, its suppliers, its invoices, and its payments) with the providers of any Third Party Services, to enable such Third Party to provide, improve, and service the Third Party Service the Customer requests and/or receives, and to evaluate Customer's eligibility for such Third Party Service.

Coupa shall not be responsible for providing or supporting Third Party Services, does not warrant or make any guarantees with respect to Third Party Services, including as to availability of these services, and to the fullest extent permitted by law disclaims all responsibility and liability to Customer or any other person for any damages, penalties, expenses, fines or losses arising out of or resulting from the use of Third Party Services. Coupa reserves the right to change any Third Party Service Provider upon 90 days' written notice, unless otherwise specified herein.

### **Virtual Cards**

Virtual Cards allow Customers to generate virtual credit cards (i.e., a digital credit card valid for up to a fixed amount, with a fixed date range, and optionally for a designated supplier). Virtual Cards can be created at time of purchase order creation and be delivered to the Customer's supplier or to the Customer (or its designee). Virtual Cards may also be used by the Customer as a payment method to pay an approved invoice. Virtual Cards includes Supplier Enablement services, as provided below.

### **Digital Payments**

Customer may use Digital Payments for the following payment types from the Customer's bank account: (i) pay supplier invoices, (ii) reimburse its employees for expenses (directly to an employee's bank account only), and (iii) pay other beneficiaries, including to perform intra-company funds transfer or one-time payments.

If the relevant Order Form specifies a limit on the number of payments, the payment transactions represent the total number or count of pre-purchased transactions during the term of the relevant Order Form and any unused transactions will expire at the end of such term. The Customer may purchase additional blocks of payment transactions in advance in order to process payments beyond the total number of pre-purchased transactions. Each payment method (including but not limited to payment processing, e.g., by Bank/Money Mover, and check printing/ mailing) will result in a corresponding deduction from the pre-purchased transaction count with each payment issued to a supplier.

Customer acknowledges and agrees that (a) it will provide accurate information in any payment instruction; and (b) Coupa Pay provides the Customer the ability to send electronic payment requests; however, (c) any service provided through Coupa Pay involving receipt, holding, and transmission of funds on behalf of the Customer is performed directly on behalf of Customer by a third party company that processes payments "Payment Processor" (e.g., Transfermate Global Payments, Viewpost North America, LLC, Paymode®), as agreed to by Customer; hence (d) Coupa does not receive, hold or transmit funds in connection with such services, and Coupa is therefore not liable for any acts or omissions by such Payment Processor, including with respect to funds transfer services; (e) prior to the actual transmission





of funds (i.e., prior to “go-live”), Customer is obligated to successfully complete a standard “Know Your Customer” (KYC) process; and (f) accept terms and conditions with the Payment Processor. Customer agrees to provide the Payment Processor with accurate and complete information about Customer, its business, and/or its affiliates (as required and where applicable). Customer acknowledges and agrees that Coupa is not liable for (i) any improper payments that are completed due to Customer’s error or due to acts or omissions by the Payment Processor or (ii) any delays in payments caused by the Payment Processor.

One such Payment Processor that provides payment processing services is Transfermate Global Payments (“Transfermate”). By participating in its KYC process and utilizing its payment processing services, Customer acknowledges and agrees to the terms as between Customer and Transfermate found at: <https://www.transfermate.com/wp-content/uploads/2022/12/Final-Version-Terms-22-Nov.pdf>.

Third party physical check payments: If enabled, Customer may pay their supplier invoices via printed physical checks that are printed and mailed to Customer’s suppliers by a Third Party Check provider. This service is limited to checks drawn from Customer’s USD bank accounts based in the United States and mailed to suppliers in the United States. Customer authorizes the Third Party Check provider to apply Customer’s authorized signature to each check that is created in response to Customer initiating a payment using the check printing services. Timing of payments via check is not guaranteed, as such timing is dependent upon Customer's financial institution, other clearing financial institutions, and the financial institution at which funds will be deposited, among other things, and applicable postal or other carrier delivery times. Once a payment has been initiated through the check printing services, cancellation requests to stop the printing/ mailing cannot be guaranteed.

Paymode® services offered by Coupa are powered by Bottomline Technologies, Inc. (“Bottomline”). Prior to commencement of the Paymode® services, Customer acknowledges and agrees to the standard Paymode® terms (the “Paymode® Terms”) found at <https://www.coupa.com/sites/default/files/legal/pdf/PMX-Operating-Rules-for-Coupa-PayCustomers.pdf>. To enroll and participate in the Paymode® services, Customer agrees to provide Bottomline with accurate and complete information about Customer, its business, and/ or its affiliates (as required and where applicable), and Customer authorizes Coupa to share this information with Bottomline and its banking partner. Customer also authorizes Coupa to share Customer’s data stored on the Coupa Pay platform (supplier data, invoice data and payment data) with Bottomline. Availability of Paymode® services depends on external factors, such as, Bottomline continuing to provide the service without a change in terms. Coupa reserves the right to discontinue the Paymode® services at any time upon 30 days’ written notice. Customer is entitled to receive a share of the network fees directly from Bottomline (as defined in the Paymode® Terms) based on Customer’s use of the Paymode® services, as specified in the corresponding Order Form. Bottomline shall make payments of this share to the Customer monthly in arrears. Customer agrees that Coupa has no liability for nonpayment or delayed payments or incorrect payments of the share by Bottomline.

The Digital Payments subscription enables Customer to pay its suppliers (invoices) using the Customer's Business PayPal account via a standard Coupa Pay - PayPal integration. If Customer chooses to do so, such payments will incur a fee as agreed between Customer and PayPal.



## **Early Payment Discounts**

Early Payment Discounts allow Customer to (i) to identify suppliers that may wish to receive payments prior to due date in exchange for an agreed discount (the “Discount Amount”) on the amount owed to supplier by Customer and determine purchase orders and invoices that are eligible for discounting; (ii) store a copy of supplier’s information and certain invoice data in the Pay - Early Payment Discounts and use this information to facilitate transactions; (iii) update payment terms and/or other fields as required to reflect the status of discounting, the Discount Amount, and the payment due date; (iv) identify the “Affected Invoices” that are eligible for the early payment discount terms; (v) update payment terms on purchase orders and invoices where suppliers have agreed to an early payment discount; and (vi) automatically approve a transaction if agreed-upon terms and requirements between Customer and the supplier are met.

“Discount Amount” means the amount by which an invoice or purchase order is discounted, based on the difference between the original purchase order or invoice amount and the negotiated (i.e., reduced) purchase order or invoice amount due to supplier in return for an early payment.

If Customer pays any Affected Invoices, then Customer must remit to Coupa a fee at the percentage and manner indicated on the relevant Order Form of the Discount Amount for each Affected Invoice (“Amounts Owed”).

Within 15 calendar days after the end of each calendar quarter, Coupa will provide Customer a quarterly report with (i) the Affected Invoices for which Customer succeeded in obtaining early payment discounts, (ii) Discount Amounts, and (iii) Amounts Owed. Customer will have 15 calendar days to review the report (“Review Period”) and provide Coupa notice of any discrepancies. Coupa will issue an invoice for the undisputed Amounts Owed at the end of the Review Period. Customer’s failure to dispute or reject an Affected Invoice within the Review Period will be deemed Customer’s acceptance to pay the Amounts Owed.

Coupa will provide Customer detailed documentation to support Customer conducting self-directed supplier outreach for Early Payment Discounts as well as ongoing customer support to increase supplier adoption of Early Payment Discounts.

Customer authorizes Coupa to (i) contact Customer’s suppliers for the purpose of promoting and/or executing discounted transactions; and (ii) onboard Customer’s suppliers to the Coupa Supplier Portal and the Early Payment Discounts platform.

## **Supplier Enablement services**

At Coupa’s discretion, one or more of the following Supplier Enablement services may be offered by Coupa to assist in driving supplier adoption of Virtual Cards:

1. Marketing services that may include the creation of branded websites, email outreach, supplier calling campaigns, webinars, and other related activities (such as, providing registration links and/or forms to capture required supplier data to support supplier onboarding)



2. cXML configuration support for those suppliers that are certified to accept virtual cards on PO via cXML (“Certified cXML Suppliers”). Customer must pay the Certified cXML Suppliers via virtual card at the time the PO is issued in order to utilize this technology. This support may include:
  - cXML integration of punch-out catalog (optional)
  - cXML integration of purchase orders with virtual card embedded (outbound- required)
  - cXML integration of invoices (inbound & optional)

Excluded from Coupa scope:

- Hosted catalog identification and/or creation
  - Csv/sftp e-invoicing configuration
  - Forms associated with structured spend
  - cXML configuration of those suppliers not noted above
3. Detailed documentation to support customers conducting self-directed supplier outreach for Virtual Cards
  4. Ongoing customer support to increase supplier adoption of Virtual Cards

Customer understands and agrees that Coupa’s ability to deliver successful adoption of Virtual Cards is contingent on the Customer implementing and utilizing the full product capability and supporting a series of activities (described below), both in preparation for the initial outreach to suppliers and throughout the program. Customer agrees to:

- Participate in the project’s deliverables, milestones, timelines, roles, and responsibilities.
- Validate from the original list of suppliers which should be in-scope, and promptly remove non-addressable suppliers.
- Provide at least one resource who will serve as Program Lead and support the agreed-upon plan. Ensure availability for weekly meetings during the initial program stages.
- Provide actionable contact information for each supplier that will be onboarded, as available. While any gaps in each supplier contact record may be filled through the Supplier Outreach itself, it is expected this may cause delays in the successful onboarding of said strategic supplier.
- Address promptly any concerns that may prevent a timely onboarding. This may be especially critical with suppliers that may have experienced recurrent payment delays. The Customer will also serve as a point of escalation whenever suppliers fail to respond within agreed timeframes.
- Provide the following technical support for Certified cXML Suppliers:



- Join a kick-off discussion with cXML suppliers if needed, to address any commercial concerns not manageable by the Coupa Implementation Lead.
- Serve as a point of escalation for any commercial data required as part of the implementation, such as using any extrinsic fields (when applicable).
- Sign-off Move-to-Production when implementation is complete.
- Notify the supplier when the changeover is complete and in effect, signaling a move to the new service in place.
- Monitor the successful processing of the first transactions, promptly addressing any concerns raised by the supplier or implementation teams.

