

PROGRAM GUIDE
| PARTNER CONNECT

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COUPA PARTNER PROGRAM GUIDE

The Coupa Partner Program Guide establishes the partner program rules and policies that govern participation in the Coupa Software Partner Program (“Partner Connect”). Coupa Software may update this guide occasionally and the latest version will be made available within the Coupa Partner Portal and on https://get.coupa.com/rs/950-OLU-185/images/Coupa-Partner_Connect_Program_Guide.pdf

All program rights and benefits are subject to compliance with the most current version of this guide. Coupa Software reserves the right to modify the program referenced herein at its discretion or restrict/deny participation based on the published program rules.

The terms of this partner guide are subject to the terms of any Coupa Alliance Agreements or Master Subcontracting Agreement between Coupa Software and each participant. Coupa Software does not provide any warranties regarding this guide or the information contained herein and specifically disclaims any liability for damages incurred in connection with reliance on this guide.

To gain access to the Coupa Partner Program, each legal entity must apply to participate in the Program, satisfy the Program membership requirements, and execute a separate agreement with Coupa Software. Those organizations accepted into the partner program will receive confirmation via email, along with a request to execute the necessary NDA, Master Subcontracting Agreements, Resell, Referral, Influence Agreements or Coupa App Marketplace Agreement directly from the Coupa Alliances Team. An affiliate, subsidiary, or acquired company cannot avail itself of the rights provided under a parent or affiliated entity’s partner agreement without the prior written consent of Coupa Software. In the case of acquisitions, mergers or other business combinations, the membership of the surviving entity and the operating status of the acquired or merged entity, as applicable, will determine the membership applicable to the newly formed entity. Participant must disclose planned changes to corporate structure in advance to allow Coupa Software the opportunity to approve or reject, as appropriate, the effect of such changes on participation in the Program.

OVERVIEW OF COUPA PARTNER PROGRAM

Coupa's partner program, Partner Connect, was designed to create an experienced and highly leveraged partner ecosystem capable of supporting mutual customers looking to optimize business spending from end to end. Partners consist of consulting and implement technology providers, and resellers focused on procure to pay, expense management, third party risk management, supply chain planning and design, business process optimization, change management, and supplier onboarding.

Coupa's partner ecosystem enables Coupa to grow both sales and delivery capabilities at a faster pace, and a more efficient level than could otherwise be achieved. In addition to time to value, Coupa's partners are enabled to deliver implementations that are focused on customer success and driving sustainable business value for our shared customers.

The purpose of this document is to provide an overview of the partner program including the tier specific requirements and benefits as they pertain to delivery, training, marketing, and relationship management for each partner type.

PROGRAM HIGHLIGHTS

- Overview of partner types and tiered partner structure
- Requirements associated with partner tier
- Benefits specific to achieved partner tier
- Summary of available web based, virtual, and instructor led partner enablement offerings

PARTNER TYPES

REFERRAL OR INFLUENCE PARTNERS

Coupa's referral or influence partners are industry experts and advisors in their fields that provide their customers with expertise and recommendations to improve efficiencies and reduce costs. They help organizations through operational transformation by leveraging process, best practices and new technology. This optional, no cost, no commitment program, is ideal for those who want to recommend Coupa Software in exchange for a referral fee. Partners are also able to participate with no fee.

It is important to note that unless otherwise approved through an exception process, new regional partners will enter the Coupa partner program as a referral partner. Partners will only be considered for the Implementation Partner program in the event they have expressed an interest in delivering Coupa implementation services and have generated an agreed upon number of opportunities (converted to customers) within a set time period.

RESELL PARTNERS

Coupa’s reseller partners enhance our customer impact and extend our global presence with integrated technologies, applications, BPO, GPO services and regionalized offerings. All of our reseller partners have been trained and certified to sell, demonstrate and implement Coupa’s Business Spend Management Platform.

COUPA APP MARKETPLACE APP PARTNERS

The Coupa App Marketplace Program is designed to help independent software vendors (ISVs) bring Coupa-integrated solutions to market. These App Providers work with the App Marketplace team to ensure both business and technical approaches are validated, resulting in valuable, well-architected end to end solutions for our customers. The App Marketplace team is also focused on helping App Providers reach Coupa’s ever-expanding base of customers. We work with App Providers on co-marketing and co-selling their solutions, ensuring App Providers can build significant new lines of business with Coupa.

Select System Integrator (SI) App Providers can leverage Coupa’s API-based open integration platform to develop solutions for our shared customers. These solutions include Tax Engine Integration, ERP Integration, Invoicing, Travel & Expense, Middleware solutions and more. Coupa’s SI App Providers leverage their deep knowledge of the Coupa platform, technical acumen, and third-party solution expertise to develop solutions that help our customers expedite their integration solutions. When paired with implementation services, App Marketplace SI Integrations can provide customers with a complete solution to their implementation and integration needs.

The App Marketplace Program consists of three Tiers: Silver (Certified), Gold (Co-Market), and Platinum (Co-Sell).

IMPLEMENTATION PARTNERS

Coupa Certified Implementation partners are highly skilled and trained to deliver the Coupa Business Spend Management solution. After completing platform certification training, Coupa’s Implementation partners work collaboratively with Coupa Expert Services to implement Coupa’s best in class business spend management solution. Both Coupa and our partners have a vested interest in ensuring customer success and driving sustainable business value.

Coupa Expert Services follows the model shown below. As a Coupa partner practice matures, Coupa Expert Services will decrease. This model can be described in more detail with your Partner Success Director.



IMPLEMENTATION PARTNER TIERS

For implementation partners, Coupa supports three tiers that represent the level of delivery capability and capacity, geographic coverage, implementation experience, and general investment in establishing a Coupa Practice. Assignment to a particular tier is granted at the sole discretion of the Coupa Alliances Team.

GLOBAL ELITE IMPLEMENTATION PARTNER

Coupa's Global Elite Implementation partners are those organizations that have developed significant delivery capability across all supported regions. These partners have built substantial global practices of certified Coupa practitioners and have a proven track record for delivering success on the largest and most complex global deployments of the Coupa solution. In addition to unlimited access to Partner Connect, Global Elite partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

PREMIER IMPLEMENTATION PARTNER

Coupa's Premier Implementation partners are those organizations that have developed significant delivery capability and experience with the Coupa platform over a number of years. They have established practices of certified Coupa consultants and have delivered the highest quality of successful implementations for a large number of customers. In addition to unlimited access to Partner Connect, Premier partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

CERTIFIED IMPLEMENTATION PARTNERS

Coupa Certified Partners have strong consulting and procurement practices and have invested in training and certifying Coupa practitioners. These partners are organizationally and contractually aligned with Coupa's partner focused delivery approach, and they have full access to the Partner Portal which provides standard marketing, sales, and implementation material. There is no dedicated Alliances Manager for this tier.

MANAGED SERVICE PROVIDER (MSP) PARTNERS

GLOBAL ELITE MSP PARTNERS

Coupa's Global Elite MSP partners are those organizations that have developed significant implementation and Contingent Worker Program delivery capability on a national and international level. These partners support Coupa Contingent Workforce's (CCW) unique software licensing pricing and have built substantial global practices of certified CCW practitioners who configure the CCW technology tool into their overall Contingent Worker Program framework. Global Elite MSP Partners have a consistent proven track record for delivering success on the largest (Fortune 500), and most complex global deployments of the CCW solution. Their program spend under management of Contingent worker, Statement of Work, and Independent Contractor spend is \$50MM and up. In addition to unlimited access to Partner Connect, Global Elite partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

NATIONAL PREMIER MSP PARTNERS

Coupa's National Premier MSP Partners are those organizations that have developed implementation and Contingent Worker Program delivery capability on a national (United States) level, as well as support CCW's unique software licensing pricing. These partners have built substantial practices of certified CCW practitioners who configure the CCW technology tool into their overall Contingent Worker Program framework. MSP Partners have a solid proven track record for delivering success for mid-size Contingent Worker Program, that range from \$10MM to \$50MM of contingent worker spend. In addition to unlimited access to Partner Connect, National Premier partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

AUTHORIZED MSP PARTNERS

Authorized MSP Partners are organizations that work with Coupa to implement and operate a Contingent Worker Program for a specified client. These Authorized MSP Partners must go through an approval process with Coupa to define scope, pricing, roles & responsibilities, governance, etc. for the CCW implementation for these specific clients. Authorized MSP's dedicate implementation resources to work alongside Coupa Expert Services and fund the Coupa Expert Services costs through savings in the CCW software license pricing model. Coupa Authorized MSP Partners have full access to the Coupa Partner Portal, which provides standard marketing, sales, and implementation material.

APPLICATION MANAGEMENT PARTNERS

Coupa's Application Management partners are organizations that specialize in helping our shared customers optimize the value they're driving from the Coupa Platform in a production environment. These partners have invested in building a team of platform trained and certified resources capable of providing application management services including general optimization, release readiness support, supplier enablement strategy and execution, and platform administration.

In some instances, application management partners also support business process outsourcing and may fully or partially own the sourcing, contract management, procurement, or invoicing processes for a Coupa customer.

Note: Application Management partners have a minimum of 25 platform certified resources and have executed a Coupa Application Management Partner Agreement or Master Subcontracting Agreement with Coupa.

MANAGEMENT CONSULTING PARTNERS

Coupa's Management Consulting partners are the trusted advisors for global business leaders to solve complex business problems with transformative solutions.

Coupa's Management Consulting partners are strategic problem solvers that look across the organization to define the best course of action when tasked with optimizing solutions to complex business issues. These partners have distinct business practices which have honed decades of best practices across organization models, governance, and capabilities required for long-term success. They understand the role Coupa's Business Spend Management applications play in optimizing organizational processes to deliver significant value to the customer.

SUPPLY CHAIN DESIGN PARTNERS

Coupa's supply chain partners help customers build intelligent supply chains.

Coupa's supply chain design partners possess deep domain expertise and passion for designing efficient and optimized supply chains. Our partners help customers model, analyze, and evolve their supply chain operations for trackable improvements in service, sustainability, and risk mitigation. Our customers work with these transformative firms to create value from the most complex supply chain decisions.

COUPA PAY & TREASURY PARTNERS

The Coupa Pay partner ecosystem encompasses a wide breadth of partners that touch many different components of the complex payment and treasury process. This includes banking partners that have integrated their credit card issuance into Coupa, and also offer a set of payment rails for Coupa customers as well as deployment partners, who lead and support the deployments of Coupa Pay products, inclusive of our Treasury workstation.

Additionally, Coupa has FinTech partners who augment and add value to critical aspects of the payment process such as credit card acquirers, payment facilitators, credit card branding, mobile technology payment providers and so on. Our Coupa Pay partners add meaningful value to the overall platform that Coupa provides to customers. Coupa Pay partners are often seen as trusted advisors by our customers given the sensitive nature of handling, managing, and reconciling cash.

PARTNER PROGRAM REQUIREMENTS

Partner Tier	Global Elite	Premier	Certified
Annual Program Fee	No Fee	No Fee	No Fee
Executed Contracting Agreement	Completed	Completed	Completed
Dedicated Alliances Manager (Partner)	Yes	Yes	No
Minimum Practice Size	450+ Platform Certified Resources	40 Platform Certified Resources	25 Platform Certified Resources
Minimum Completed Engagements	50+ Completed Engagements	25+ Completed Engagements	5+ Completed Engagements
Minimum Countries Supported (Sales and Delivery Resources)	5+ Countries Supported	One	One

PARTNER PROGRAM REQUIREMENTS SUMMARY

Annual Program Fee: At this time, there is no fee associated with the individual partner tiers. Coupa reserves the right to change this in the future.

Subcontracting Agreements: In Coupa's Expert Services Model it is common for the implementation partner to own the direct statement of work with the end customer. Coupa's services team will subcontract under the partner to provide the necessary solution architect, technical architect, and executive steering required to support the engagement. To support this model, it is mandatory that the necessary subcontracting agreements are in place between Coupa and the selected implementation partner. Coupa's standard agreements are referenced in the appendix of this document.

Alliance Manager: A dedicated Alliance Manager is a resource responsible for owning or serving as the initial point of contact for all marketing, sales, and delivery related items between Coupa and the manager's organization.

Practice Size: Practice size refers to the number of Coupa platform trained and certified resources. Following instructor led certification, resources are required to maintain their certification through three web-based release specific training courses per year.

Completed Engagements: Completed engagements refer to the number of implementations delivered by the partner from kickoff to initial Go-Live. These may include variations of use such as P2P, P2O, S2O, S2P, Expenses, and an assortment of Power Applications.

Supported Countries: Supported countries refers to the individual countries where a partner has platform trained and certified resources capable of supporting an implementation.

PARTNER PROGRAM BENEFITS

The below information covers those benefits that partners are able to receive based on the current tier of their Coupa Practice.

DELIVERY

Partner Tier	Global Elite	Premier	Certified
Unlimited access to Coupa’s Success Portal (Technical KnowledgeBase)	Yes	Yes	Yes
Unlimited access to Coupa’s community forum	Yes	Yes	Yes
Preferred Expert Services Rates	Yes	No	No
Implementation support via Coupa Expert Services typically subcontracted under	Yes	Yes	Yes

Partner Portal Access: As a Coupa Partner, resources are given access to partnerconnect.coupa.com as well as support.coupa.com. These portals give users access to search release notes about all project features, submit cases to Coupa Support, and register/track opportunities. Sales and Marketing material is also available via the Coupa Partner Portal.

Coupa Community Forum: The community forum is the main application through which feature ideas can be submitted and reviewed. Partners have the ability to suggest new ideas, as well as review ideas submitted by customers. The Coupa project team provides direct feedback within the community forum.

Services Rates: In Coupa’s standard delivery model Coupa will subcontract under the partner leading the Coupa Implementation. Rates are specific to the base country of the implementation (base country of the end customer), however Global Elite Partners will be supported with a preferred rate.

Expert Services: The Coupa Expert Services model consists Coupa resources subcontracting under an approved partner to provide the necessary functional and technical expertise to supplement the project team and ensure a successful implementation. For those partners that have not yet executed a master subcontracting agreement and achieved a sufficient level of proficiency, Coupa will reserve the right to contract directly with the end customer.

TRAINING

Partner Tier	Global Elite	Premier	Certified
Unlimited Access to Web-based learning	Yes	Yes	Yes
Number of demo instances supported	2 per country	2 Instances	2 Instances
Access to new release and training webinars.	Yes	Yes	Yes
Access to online and instructor led sales training	Yes	Yes	Yes
Access to Partner Conducted Training	Yes	Yes	No

Web-based learning: Through Coupa University, Coupa provides a wealth of web-based learning that can be taken by partner resources on demand. All certifications are tracked within Coupa University, and release specific certification is required three times per year to maintain platform certification.

Demo Instances: Demo instances are provided to partners for the purpose of supporting configuration testing, vertical specific configurations, and software demonstrations.

Sales Enablement: Sales enablement training is available through web-based learning within Coupa University in special instances, Coupa will consider supporting attendance at a Coupa hosted sales onboarding session.

Partner Conducted Training (PCT): Partner Conducted Training refers to a program through which partners can become certified to train and certify their own resources (train the trainer). This model gives partners flexibility around training schedule and class size, as well as a reduced price per person. If you wish to pursue PCT training, please contact training@coupa.com or your Alliances Manager.

Discounted Training Pricing: All approved Coupa partners receive a reduced price on training with the applied discount increasing with each elevation in partner tier. Check with your Alliances Manager for discount codes and rates.

Partner Connect Program Packages Include:	Key Program Benefits Include:
<ul style="list-style-type: none"> • Unlimited eLearning for all Practice Participants • Unlimited eLearning certification or test only option where applicable for all Practice Participants • Unlimited virtual instructor led training for all Practice Participants based on availability • Unlimited consumption of release certification 3x annually for all Practice Participants • Partner Sandbox Access for a specified number of core BSM instances • Partner Sandbox Access for a specified number of Power Application instances. 	<ul style="list-style-type: none"> • Single Partner Connect Program Fee • Predictable pricing model that aligns with practice size and growth initiatives • Enable partner teams to expand capabilities across the full Coupa suite without incremental certification cost • Aligned with Coupa’s training and certification strategy focusing on the expansion of on-demand eLearning certification

Partner Connect Program Pricing	
Basic (Under 10 Resources)	\$6,000 USD
Basic+ (11-20 Resources)	\$10,000 USD
Silver (21-50 Resources)	\$20,000 USD
Gold (51-100 Resources)	\$35,000 USD
Platinum (Global Elite)	\$125,000 USD

MARKETING

Partner Tier	Global Elite	Premier	Certified
Distinct classification on Coupa Website including customer testimonials and videos	Yes	Yes	Yes
Support of Annual Marketing Planning	Yes	Yes	No
Approved use of Coupa Certified Logo	Yes	Yes	Yes
Access to Coupa Marketing Tools & Campaigns	Yes	Yes	Yes
Approved Co-Marketing Funds	Yes	No	No
Early access to Inspire Sponsorship Opportunities	Yes	Yes	No
Support for joint press releases	Yes	Yes	Yes

Website Classification: All partners and their corresponding classification will be noted on Coupa’s website under the Partner Connect or Locate a Partner subpages. It is important to note that partners have the opportunity to provide information on their company specific pages including practice overviews, case studies, white papers, and customer testimonials.

Annual Marketing Planning: As part of our business review process, partners at certain tiers will also have an opportunity to plan out yearly joint marketing plans with Coupa.

Approved use of Coupa Logo: All Global Elite, Premier, and Certified partners are permitted to reference Coupa and use Coupa’s certified logo.

Coupa Marketing Tools and Campaigns: As part of marketing planning, partners will have the opportunity to take part in Coupa Connect events and other campaigns driven by the marketing team.

Joint Press Releases: Partners within the Coupa Partner Connect program will have the opportunity to release joint press releases highlighting key customer acquisitions and go-lives as well as technology and geographical expansions in the partnership.

MDF OVERVIEW

With the introduction of the partner classification structure, select partner tiers will be eligible for the Marketing Development Funds (MDF).

ELIGIBLE REIMBURSEMENTS

- **Joint Customer Events – This includes any event that has customers/prospects in attendance to include the following**
 - Field Events: Sporting Events, Coupa Connects, prospect/customer lead generation or deal closing activities.
 - Customer happy hours, breakfast, lunch or dinner events, essentially any meal-oriented event.
- **Joint Campaigns**
 - Thought leadership pieces: This includes payment to third party organizations for creation, hosting and subsequent lead generation programs associated with the piece. It can include digital assets as well as printed assets.
 - Content Creation: Payment to writers, editors, graphic designers, web design, digital assets, infographics, blog postings, costs associated with social media posts.
 - Design: Payment to graphical, print layout, website, technical diagram creation.
 - Call to Action email campaigns: Any email campaign to customer and prospects that could include html creation, landing page creation, a giveaway including contest or participation prizes.
 - Prospect List Purchases: Any list purchased for the purpose of co-marketing either by target buyer and/or vertical, geographical targets.
 - Webinars: Including third party speakers or agencies hosting and creating the content, moderators, hosting and digital asset creation. Also includes the buying of lists, marketing to drive attendance and follow up campaigns.
- **Joint Assets**
 - Customer Case Studies: Cost associated with customer interviews, content creation, design and printing, posting online costs.
 - Joint Product/Partnership Brochures: Cost associated with joint product/service messaging, relationship value messaging, content creation, design and printing, posting online costs.
 - Video: Cost associated with customer compensation if any related to time and/or travel expenses, videographer and crew and post filming editing, hosting and posting on respective partner/Coupa and/or third-party sites.
 - Whitepapers: Costs associated with writers, content development, third party agencies for creation and hosting, distribution costs.

- **Joint Advertising**

- Digital: Banners, ads, event participation promotion including SEO inclusion charges
- Print: Content and graphical creation, fees for placement in newspapers, magazines and printing costs for physical distribution
- Advertorials: content and graphical creation and promotion, third party hosting, placement fees and other related costs to the piece

- **Co-Branded Giveaways:** Purchase of items jointly branded to be used at any customer/ prospect facing event or meeting.

- **Co-Marketing Funds:** Partners in the Global Elite tier will have the option to take advantage of joint marketing funds. More details provided under the Marketing Development Fund (MDF) section.

- **Inspire Conference:** Coupa hosts an annual industry conference for customers, prospects, and partners. Higher tiers will provide partners with early access for registration and sponsorship opportunities.

- **Joint Industry Events:** Could include fees for speakers to speak on Coupa/partner behalf as industry experts, sponsorship fees if exhibiting together, all booth fees including set-up, carpeting, chairs, booth creation, electricity wireless, cleaning and special signage, roll-up banners, joint brochures. customer events associated with the event, PowerPoint and/or demo creation, joint ad creation. Including writers, content creation, graphical design and hosting fees for Joint PowerPoint Presentations, joint brochures, joint demos, webinar, newsletters, FAQs

- **Sales Tools:** The creation of any sales tool for the purpose of joint sales teams to present either internally for education or externally for prospects/ customers. Could include fees for speakers to speak on Coupa/partner behalf as industry experts, sponsorship fees if exhibiting together, all booth fees including set-up, carpeting, chairs, booth creation, electricity wireless, cleaning and special signage, roll-up banners, joint brochures. Customer events associated with the event, PowerPoint and/or demo creation, joint ad creation

Ineligible Reimbursements

- **The following activities/items are not eligible for MDF reimbursement**
 - Inspire sponsorship fees
 - Training
 - Travel Expenses for employee training or other events unless the travel is for a customer or third party speaker
 - Fees associated with services payments to Coupa, i.e. when Coupa acts as a sub to the partner for customer implementation
- **All activities must be mutually agreed to in advance**
- **Partner must submit reimbursement request within 30 days of activity**
- **The program can be changed at any time without notification**



Relationship Management

Partner Tier	Global Elite	Premier	Certified
Dedicated Executive Sponsor and named Channel Account Manager	Yes	Yes	No
Unlimited access to Coupa's PartnerConnect Portal	Yes	Yes	Yes
Access to Partner Communications, Newsletters, and Updates	Yes	Yes	Yes
Access to deal registration program with referral fee	Yes	Yes	Yes
Discounts on platform for internal use	Yes	Yes	No

Dedicated Account Manager: For partners of a certain tier, a designated Coupa Account Manager will be appointed.

Partner Connect Portal: All Global Elite, Premier, and Certified partners will have access to the Partner Connect Portal which provides implementation, sales, and marketing connect as well as the ability to register/track opportunities.

Partner Communications and Newsletters: All Global Elite, Premier and Certified partners will receive periodic updates both through a formal newsletter, and less formal program updates from the Partner Success Management Team.

Deal Registration and Referral Program: Through the Partner Connect Portal, all partners will have the access to register and track opportunities. Global Elite and Premier partners may opt to leverage the MDF program rather than access referral fees.

Internal Platform Use: Many Coupa Partners leverage the Coupa Platform for their own internal procurement and expense management processes. Partners in the program have the opportunity to receive discounted pricing for their internal use of Coupa.

COUPA APP MARKETPLACE PROGRAM REQUIREMENTS, ENTITLEMENTS AND GUIDELINES

The Coupa App Marketplace program consists of three Tiers; Silver (Certified), Gold (Co-Market), Platinum (Co-Sell), all have corresponding benefits and requirements which is illustrated below.

COUPA APP MARKETPLACE PROGRAM BENEFITS

Benefits	Silver	Gold	Platinum
Customer Reach			
General			
App certification	-	-	-
Marketplace listing	-	-	-
Marketplace 'Featured App' in category			-
Marketplace category top tier placement			-
Annual business review		-	-
Co-marketing strategy & plan development with Marketing lead		Limited	Dedicated
Qualified for Partner Advisory Board Consideration			-
Support			
Dedicated Marketing Manager support			-
Dedicated Alliance Relationship Manager			-
Marketing			
Coupa App Marketplace Co-Marketing Kit	-	-	-
Approved quote (for partner website usage)		-	-
Guest blog on Coupa.com		-	-
Social media amplification		-	-
App Marketplace newsletter spotlight	-	-	-
Customer Value newsletter spotlight	-	-	-
Design assistance with Coupa branded solution brief (2-pager)			-

Coupa endorsed press release template	.	.	.
Coupa press release quote support	.	.	.
Case study/customer success story support	.	.	.
White papers, eBooks, thought leadership, research reports, etc.			.

Campaigns & Demand Generation

Events (Coupa sponsors partner event)		.	.
Events (opportunity to sponsor Coupa Inspire)	.	.	.
Field events			.
Webinars (featuring joint customer)			.
Co-branded campaign materials			.

Sales Enablement

Access to Coupa Partner Connect portal	.	.	.
Partner Sales Enablement (present to Coupa field teams)		.	.
Required partner solution learning course for Coupa services teams			.
Coupa account planning/introductions			.
Co-selling with Coupa			.

Solution Consulting

TECHNICAL ENABLEMENT

Product use case mapping	.	.	.
Solution design advisory and review		.	.
Review and test of app provider's solution build	.	.	.
Certification (docs, solution review)	.	.	.
Recertification review (3 times/year)	.	.	.
Pilot customer enablement	.	.	.
Customer escalation and triage	.	.	.
Ongoing support to partner queries			.
Named Coupa Solution Architect		.	.

Technology Access			
Coupa instances access related support	-	-	-
Access to Coupa Product Management and product direction		Basic	Extended
Early access to key technologies			-
New product preview access			-
Warm intro to Coupa Ventures			-
Platform training seats	3	10	10

COUPA APP MARKETPLACE PARTNER PROGRAM REQUIREMENTS

Silver: This is the first level and is ideal for App Providers who wish to have a certification and placement in the marketplace. The cost for participation is \$12,000 annually.

Gold: This more advanced level is ideal for App Providers wanting the Silver benefits and expanded benefits of more support and marketing into the Coupa community. The cost for participation is \$15,000 annually with a perpetual 8% revenue share component.

Platinum: This is the most comprehensive program tier and includes all the benefits of Silver and Gold plus extensive co-selling. The cost for participation is \$20,000 annually with a perpetual 10% revenue share component.

Your acceptance into an App Marketplace Program Tier will be reviewed by the Coupa App Marketplace team.

COUPA APP MARKETPLACE PARTNER PROGRAM BENEFIT DEFINITIONS

Benefits	Benefit Definitions
Customer Reach	
General	
App certification	Once the app has completed review by the Solution Consulting team and the listing is live on the App Marketplace, the app is officially certified.
Marketplace listing	Solution will be publicly listed on the Coupa App Marketplace.
Marketplace 'Featured App' in category	Solution will be included in the 'Featured Apps' section of the Marketplace homepage.
Marketplace category top tier placement	Solution will be listed with a prominent location toward the top of the list within the category.
Annual business review	Once a year, Coupa and the App Provider will do a year-end review and measure results against goals, and conduct a post-mortem.
Co-marketing strategy & plan development with Marketing lead	1x year, Coupa and App Provider will meet to create a GTM plan for the following year that will drive business and adoption of the app.
Qualified for App Provider Advisory Board Consideration	Qualified App Provider will be considered to participate in Coupa's App Provider Advisory Board.
Support	
Dedicated Marketing Manager support	App Provider will have a dedicated Marketing Manager who will work with their team on all GTM activities
Dedicated Alliance Relationship Manager	App Provider will have a dedicated Alliance Manager who will work with their Alliance Manager on business development activities.
Marketing	
Coupa App Marketplace Co-Marketing Kit	Once the app is certified, the App Provider will receive access to the Co-Marketing Kit which outlines marketing opportunities by tier.
Approved quote (for App Provider website usage)	App Provider will work with the Marketing Manager to craft a quote for usage on their website from a Coupa Executive.
Guest blog on Coupa.com	App Provider will work with the Marketing Manager to agree on a topic and content for a guest blog to be posted on Coupa.com.
Social media amplification	Coupa will use reasonable efforts to amplify App Provider content on our social media platforms.
App Marketplace newsletter spotlight	App Provider's solution will be featured once in the monthly App Marketplace newsletter.
Customer Value newsletter spotlight	App Provider's solution will be highlighted once in Coupa's monthly Customer Value Newsletter.
Design assistance with Coupa branded solution brief (2-pager)	App Provider will work with the Marketing Manager to develop a co-branded solution brief that highlights the joint value proposition.
Coupa endorsed press release template	Please refer to the App Provider Press Release Guidelines and Entitlements Document.
Coupa press release quote support	Please refer to the App Provider Press Release Guidelines and Entitlements Document.
Case study/customer success story support	App Provider will work with the Marketing Manager to develop a case study that demonstrates the solution joint value through a customer story.
White papers, eBooks, thought leadership, research reports, etc.	App Provider will work with the Marketing Manager to develop co-branded materials.

COUPA APP MARKETPLACE PARTNER PROGRAM BENEFIT DEFINITIONS

Technology Access

Coupa instances access related support	An instance of the latest version of Coupa will be made available and maintained by the App Marketplace Team, for the purpose of development.
Access to Coupa Product Management and product direction	App Providers will have access to periodically meet with Coupa PM to discuss product direction.
Early access to key technologies	When key technologies pertaining to platform integration are in development, App Providers will be given early access to beta tests and offer feedback.
New product preview access	In certain cases, new products or versions of products will be made available to App Providers to beta test and create integrations.
Warm intro to Coupa Ventures	App Provider will have the ability to be introduced to Coupa Ventures for the purpose of investment.
Platform training seats	App Provider will receive platform training seats to orient their team on Coupa.

Campaigns & Demand Generation

Events (Coupa sponsors App Provider event)	Coupa may decide to sponsor an App Provider's industry events if the audience is relevant to Coupa's target audience.
Events (opportunity to sponsor Coupa Inspire)	App Provider may sponsor Coupa Inspire.
Field events	App Provider will work with the Marketing Manager to develop co-branded field events that highlight the joint value proposition and drive lead gen.
Webinars (featuring joint customer)	App Providers will work with the Marketing Manager to develop co-branded webinars that highlight the joint value. There must be a customer participating to qualify for consideration.
Co-branded campaign materials	Coupa and the App Provider will conduct a business review on a basis to measure results.

Sales Enablement

Access to Coupa App Provider Connect portal	App Provider will have access to Coupa's App Provider Connect portal for unlimited contacts.
App Provider Sales Enablement (present to Coupa field teams)	App Provider will have access to Coupa sales teams for enablement sessions. A recording and materials will be posted on Coupa's internal site.
Required App Provider solution learning course for Coupa services teams	App Provider will develop a solution overview video that will be used to educate the Coupa services teams to help with recommendations.
Coupa account planning/introductions	Coupa will make introductions to the Coupa account owner(s) at the request of the App Provider. App Provider will provide account prospect/customer lists to be matched with Coupa prospect/customer lists to establish alignment. Any such planning/introduction request by an App Provider will qualify for Revenue Share.
Co-selling with Coupa	App Providers will receive introductions to the Coupa account owners for the purpose of co-selling into regions or targeted accounts. Co-sell situations qualify for Revenue Share.

Solution Consulting

TECHNICAL ENABLEMENT

Product use case mapping	App Provider will have access to a Solution Consultant to discuss the App Provider's use case and map it to the corresponding area of Coupa.
Solution design advisory and review	App Provider will work with a Solution Consultant to assess feasibility, discuss the business process and technical designs.
Review and test of App Provider's solution build	App Provider will work with a Solution Consultant to answer technical questions and best practices during development and test.
Certification (docs, solution review)	Review all solution materials and validate for security, privacy, performance. App review is a prerequisite for Marketplace certification.
Recertification review	App Provider will complete the certification process against the latest Coupa major release. The team will review all solution materials.
Pilot customer enablement	For initial customer pilots, a Solution Consultant will assist the App Provider in troubleshooting implementation.
Customer escalation and triage	The App Marketplace Team will help route any customer escalations regarding an integration to the App Provider. The App Provider is expected to work directly with the customer, and can work with the App Marketplace team to assist in triaging and escalating where needed within Coupa.
Ongoing support to App Provider queries	Solutions Consultants will answer any periodic questions related to solution design or technical challenges.
Named Coupa Solution Architect	A solutions architect will be available to consult on advanced or challenging technical designs



App Provider program fees will be billed automatically on an annual basis unless canceled per the App Marketplace agreement terms prior to that date. Revenue share will be for the initial App Provider sale.

The revenue share process will be as follows:

- Coupa Customer, Prospect, Coupa Field Representative or App Provider will complete the “Get Started” form on the Coupa App Marketplace located at marketplace.coupa.com.
- A lead will be generated in Salesforce (SFDC) and will flow to the App Marketplace Operations Manager.
- Upon approval by the Operations Manager, the App Provider will be notified of the lead and will be able to contact their prospect.
- The App Provider will update the lead as either closed won or closed lost once the customer has made the decision. If it is closed won, the App Provider will include the the total amount of the sale (ACV), the close date and win notes.
- The partner has 15 days to approve or disqualify a registered opportunity within the Partner Connect Portal. If the partner does not disqualify the registered opportunity in the Partner Connect Portal within 15 days, Coupa will assume that the registered opportunity is valid and eligible for revenue share.
- The App Provider will be issued an invoice to be paid according to the Coupa order form. Please refer to the order form for specific terms.
- The App Provider will be billed yearly thereafter for existing customers until proof of cancellation or termination is provided.
- The App Provider will also be responsible to pay revenue share on any sales that may occur from an Account Planning/ Introduction by Coupa or requested by App Provider, or a customer who originated through the marketplace if that product is integrated with Coupa. Non-integrated products and services are exempt from the revenue share.

COUPA APP MARKETPLACE CERTIFICATION

Coupa App Marketplace is Coupa’s API-based open integration platform that lets App Providers and independent software vendors (ISVs) integrate their products with Coupa. [The Coupa App Marketplace](#) supports APIs for various solution areas.

App Providers are able to work closely with Coupa to define streamlined business processes integrated via the APIs that result in a well-architected end-to-end solution for our customers. These integrated solutions can include connectors, iframes, and panel applications to help our customers adopt Coupa faster at a significantly lower cost resulting in quantifiable value for their organizations. Please see the [Coupa App Marketplace program guide](#) for information on the certification process, benefits and go to market activities.

PROGRAM GOVERNANCE

Coupa performs an ongoing review to determine each App Provider’s appropriate tier placement, comparing their results to program requirements for the previous 12 months. In addition, performance results will be monitored on a regular basis to determine performance that may affect their Program status and result in possible tier promotions for the following year.

ABOUT COUPA

Coupa is the trusted leader in Business Spend Management (BSM), helping organizations make every dollar matter. Coupa's AI-driven platform delivers visibility, control, and real-time insights to drive operational excellence for organizations of every size and scale. Learn more at coupa.com and follow us on [LinkedIn](#) and [X \(Twitter\)](#).

APPENDIX

REFERRAL AGREEMENT

MUTUAL NONDISCLOSURE AGREEMENT FOR INFLUENCE REFERRALS

MASTER SUBCONTRACT AGREEMENT (Coupa as Sub)

MASTER SUBCONTRACT AGREEMENT (Coupa as Prime)



PROGRAM GUIDE
PARTNER CONNECT

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COUPA PARTNER PROGRAM GUIDE

The Coupa Partner Program Guide establishes the partner program rules and policies that govern participation in the Coupa Software Partner Program (“Partner Connect”). Coupa Software may update this guide occasionally and the latest version will be made available within the Coupa Partner Portal and on https://get.coupa.com/rs/950-OLU-185/images/Coupa-Partner_Connect_Program_Guide.pdf

All program rights and benefits are subject to compliance with the most current version of this guide. Coupa Software reserves the right to modify the program referenced herein at its discretion or restrict/deny participation based on the published program rules.

The terms of this partner guide are subject to the terms of any Coupa Alliance Agreements or Master Subcontracting Agreement between Coupa Software and each participant. Coupa Software does not provide any warranties regarding this guide or the information contained herein and specifically disclaims any liability for damages incurred in connection with reliance on this guide.

To gain access to the Coupa Partner Program, each legal entity must apply to participate in the Program, satisfy the Program membership requirements, and execute a separate agreement with Coupa Software. Those organizations accepted into the partner program will receive confirmation via email, along with a request to execute the necessary NDA, Master Subcontracting Agreements, Resell, Referral, Influence Agreements or Coupa App Marketplace Agreement directly from the Coupa Alliances Team. An affiliate, subsidiary, or acquired company cannot avail itself of the rights provided under a parent or affiliated entity’s partner agreement without the prior written consent of Coupa Software. In the case of acquisitions, mergers or other business combinations, the membership of the surviving entity and the operating status of the acquired or merged entity, as applicable, will determine the membership applicable to the newly formed entity. Participant must disclose planned changes to corporate structure in advance to allow Coupa Software the opportunity to approve or reject, as appropriate, the effect of such changes on participation in the Program.

OVERVIEW OF COUPA PARTNER PROGRAM

Coupa's partner program, Partner Connect, was designed to create an experienced and highly leveraged partner ecosystem capable of supporting mutual customers looking to optimize business spending from end to end. Partners consist of consulting and implement technology providers, and resellers focused on procure to pay, expense management, third party risk management, supply chain planning and design, business process optimization, change management, and supplier onboarding.

Coupa's partner ecosystem enables Coupa to grow both sales and delivery capabilities at a faster pace, and a more efficient level than could otherwise be achieved. In addition to time to value, Coupa's partners are enabled to deliver implementations that are focused on customer success and driving sustainable business value for our shared customers.

The purpose of this document is to provide an overview of the partner program including the tier specific requirements and benefits as they pertain to delivery, training, marketing, and relationship management for each partner type.

PROGRAM HIGHLIGHTS

- Overview of partner types and tiered partner structure
- Requirements associated with partner tier
- Benefits specific to achieved partner tier
- Summary of available web based, virtual, and instructor led partner enablement offerings

PARTNER TYPES

REFERRAL OR INFLUENCE PARTNERS

Coupa's referral or influence partners are industry experts and advisors in their fields that provide their customers with expertise and recommendations to improve efficiencies and reduce costs. They help organizations through operational transformation by leveraging process, best practices and new technology. This optional, no cost, no commitment program, is ideal for those who want to recommend Coupa Software in exchange for a referral fee. Partners are also able to participation with no fee.

It is important to note that unless otherwise approved through an exception process, new regional partners will enter the Coupa partner program as a referral partner. Partners will only be considered for the Implementation Partner program in the event they have expressed an interest in delivering Coupa implementation services and have generated an agreed upon number of opportunities (converted to customers) within a set time period.

RESELL PARTNERS

Coupa’s reseller partners enhance our customer impact and extend our global presence with integrated technologies, applications, BPO, GPO services and regionalized offerings. All of our reseller partners have been trained and certified to sell, demonstrate and implement Coupa’s Business Spend Management Platform.

COUPA APP MARKETPLACE TECHNOLOGY PARTNERS

The Coupa App Marketplace Program is designed to help independent software vendors (ISVs) bring Coupa-integrated solutions to market. These partners work with the App Marketplace team to ensure both business and technical approaches are validated, resulting in valuable, well-architected end to end solutions for our customers. The App Marketplace team is also focused on helping partners reach Coupa’s ever-expanding base of customers. We work with partners on co-marketing and co-selling their solutions, ensuring partners can build significant new lines of business with Coupa.

Accelerators from select System Integrator (SI) partners can leverage Coupa’s API-based open integration platform to develop solutions for our shared customers. These solutions include Tax Engine Integration, ERP Integration, Invoicing, Travel & Expense, and Middleware solutions. Coupa’s SI partners leverage their deep knowledge of the Coupa platform, technical acumen, and third-party solution expertise to develop solutions that help our customers expedite their integration solutions. When paired with implementation services, App Marketplace SI Integration Accelerators can provide customers with a complete solution to their implementation and integration needs.

The App Marketplace partner program consists of three Tiers; Silver (Certified), Gold (Co-Market), Platinum (Co-Sell). See pages 19-25 for complete details.

IMPLEMENTATION PARTNERS

Coupa Certified Implementation partners are highly skilled and trained to deliver the Coupa Business Spend Management solution. After completing platform certification training, Coupa’s Implementation partners work collaboratively with Coupa Expert Services to implement Coupa’s best in class business spend management solution. Both Coupa and our partners have a vested interest in ensuring customer success and driving sustainable business value.

Coupa Expert Services follows the model shown below. As a Coupa partner practice matures, Coupa Expert Services will decrease. This model can be described in more detail with your Partner Success Director.



IMPLEMENTATION PARTNER TIERS

For implementation partners, Coupa supports three tiers that represent the level of delivery capability and capacity, geographic coverage, implementation experience, and general investment in establishing a Coupa Practice. Assignment to a particular tier is granted at the sole discretion of the Coupa Alliances Team.

GLOBAL ELITE IMPLEMENTATION PARTNER

Coupa's Global Elite Implementation partners are those organizations that have developed significant delivery capability across all supported regions. These partners have built substantial global practices of certified Coupa practitioners and have a proven track record for delivering success on the largest and most complex global deployments of the Coupa solution. In addition to unlimited access to Partner Connect, Global Elite partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

PREMIER IMPLEMENTATION PARTNER

Coupa's Premier Implementation partners are those organizations that have developed significant delivery capability and experience with the Coupa platform over a number of years. They have established practices of certified Coupa consultants and have delivered the highest quality of successful implementations for a large number of customers. In addition to unlimited access to Partner Connect, Premiere partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

CERTIFIED IMPLEMENTATION PARTNERS

Coupa Certified Partners have strong consulting and procurement practices and have invested in training and certifying Coupa practitioners. These partners are organizationally and contractually aligned with Coupa's partner focused delivery approach, and they have full access to the Partner Portal which provides standard marketing, sales, and implementation material. There is no dedicated Alliances Manager for this tier.

MANAGED SERVICE PROVIDER (MSP) PARTNERS

GLOBAL ELITE MSP PARTNERS

Coupa's Global Elite MSP partners are those organizations that have developed significant implementation and Contingent Worker Program delivery capability on a national and international level. These partners support Coupa Contingent Workforce's (CCW) unique software licensing pricing and have built substantial global practices of certified CCW practitioners who configure the CCW technology tool into their overall Contingent Worker Program framework. Global Elite MSP Partners have a consistent proven track record for delivering success on the largest (Fortune 500), and most complex global deployments of the CCW solution. Their program spend under management of Contingent worker, Statement of Work, and Independent Contractor spend is \$50MM and up. In addition to unlimited access to Partner Connect, Global Elite partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

NATIONAL PREMIER MSP PARTNERS

Coupa's National Premier MSP Partners are those organizations that have developed implementation and Contingent Worker Program delivery capability on a national (United States) level, as well as support CCW's unique software licensing pricing. These partners have built substantial practices of certified CCW practitioners who configure the CCW technology tool into their overall Contingent Worker Program framework. MSP Partners have a solid proven track record for delivering success for mid-size Contingent Worker Program, that range from \$10MM to \$50MM of contingent worker spend. In addition to unlimited access to Partner Connect, National Premier partners have quarterly sales, marketing, and delivery reviews as well as a dedicated Alliances Manager.

AUTHORIZED MSP PARTNERS

Authorized MSP Partners are organizations that work with Coupa to implement and operate a Contingent Worker Program for a specified client. These Authorized MSP Partners must go through an approval process with Coupa to define scope, pricing, roles & responsibilities, governance, etc. for the CCW implementation for these specific clients. Authorized MSP's dedicate implementation resources to work alongside Coupa Expert Services and fund the Coupa Expert Services costs through savings in the CCW software license pricing model. Coupa Authorized MSP Partners have full access to the Coupa Partner Portal, which provides standard marketing, sales, and implementation material.

APPLICATION MANAGEMENT PARTNERS

Coupa's Application Management partners are organizations that specialize in helping our shared customers optimize the value they're driving from the Coupa Platform in a production environment. These partners have invested in building a team of platform trained and certified resources capable of providing application management services including general optimization, release readiness support, supplier enablement strategy and execution, and platform administration.

In some instances, application management partners also support business process outsourcing and may fully or partially own the sourcing, contract management, procurement, or invoicing processes for a Coupa customer.

Note: Application Management partners have a minimum of 25 platform certified resources and have executed a Coupa Application Management Partner Agreement or Master Subcontracting Agreement with Coupa.

MANAGEMENT CONSULTING PARTNERS

Coupa's Management Consulting partners are the trusted advisors for global business leaders to solve complex business problems with transformative solutions.

Coupa's Management Consulting partners are strategic problem solvers that look across the organization to define the best course of action when tasked with optimizing solutions to complex business issues. These partners have distinct business practices which have honed decades of best practices across organization models, governance, and capabilities required for long-term success. They understand the role Coupa's Business Spend Management applications play in optimizing organizational processes to deliver significant value to the customer.

SUPPLY CHAIN DESIGN PARTNERS

Coupa's supply chain partners help customers build intelligent supply chains.

Coupa's supply chain design partners possess deep domain expertise and passion for designing efficient and optimized supply chains. Our partners help customers model, analyze, and evolve their supply chain operations for trackable improvements in service, sustainability, and risk mitigation. Our customers work with these transformative firms to create value from the most complex supply chain decisions.

COUPA PAY & TREASURY PARTNERS

The Coupa Pay partner ecosystem encompasses a wide breadth of partners that touch many different components of the complex payment and treasury process. This includes banking partners that have integrated their credit card issuance into Coupa, and also offer a set of payment rails for Coupa customers as well as deployment partners, who lead and support the deployments of Coupa Pay products, inclusive of our Treasury workstation.

Additionally, Coupa has FinTech partners who augment and add value to critical aspects of the payment process such as credit card acquirers, payment facilitators, credit card branding, mobile technology payment providers and so on. Our Coupa Pay partners add meaningful value to the overall platform that Coupa provides to customers. Coupa Pay partners are often seen as trusted advisors by our customers given the sensitive nature of handling, managing, and reconciling cash.

PARTNER PROGRAM REQUIREMENTS

Partner Tier	Global Elite	Premier	Certified
Annual Program Fee	No Fee	No Fee	No Fee
Executed Contracting Agreement	Completed	Completed	Completed
Dedicated Alliances Manager (Partner)	Yes	Yes	No
Minimum Practice Size	450+ Platform Certified Resources	40 Platform Certified Resources	25 Platform Certified Resources
Minimum Completed Engagements	50+ Completed Engagements	25+ Completed Engagements	5+ Completed Engagements
Minimum Countries Supported (Sales and Delivery Resources)	5+ Countries Supported	One	One

PARTNER PROGRAM REQUIREMENTS SUMMARY

Annual Program Fee: At this time, there is no fee associated with the individual partner tiers. Coupa reserves the right to change this in the future.

Subcontracting Agreements: In Coupa's Expert Services Model it is common for the implementation partner to own the direct statement of work with the end customer. Coupa's services team will subcontract under the partner to provide the necessary solution architect, technical architect, and executive steering required to support the engagement. To support this model, it is mandatory that the necessary subcontracting agreements are in place between Coupa and the selected implementation partner. Coupa's standard agreements are referenced in the appendix of this document.

Alliance Manager: A dedicated Alliance Manager is a resource responsible for owning or serving as the initial point of contact for all marketing, sales, and delivery related items between Coupa and the manager's organization.

Practice Size: Practice size refers to the number of Coupa platform trained and certified resources. Following instructor led certification, resources are required to maintain their certification through three web-based release specific training courses per year.

Completed Engagements: Completed engagements refer to the number of implementations delivered by the partner from kickoff to initial Go-Live. These may include variations of use such as P2P, P2O, S2O, S2P, Expenses, and an assortment of Power Applications.

Supported Countries: Supported countries refers to the individual countries where a partner has platform trained and certified resources capable of supporting an implementation.

PARTNER PROGRAM BENEFITS

The below information covers those benefits that partners are able to receive based on the current tier of their Coupa Practice.

DELIVERY

Partner Tier	Global Elite	Premier	Certified
Unlimited access to Coupa’s Success Portal (Technical KnowledgeBase)	Yes	Yes	Yes
Unlimited access to Coupa’s community forum	Yes	Yes	Yes
Preferred Expert Services Rates	Yes	No	No
Implementation support via Coupa Expert Services typically subcontracted under	Yes	Yes	Yes

Partner Portal Access: As a Coupa Partner, resources are given access to partnerconnect.coupa.com as well as support.coupa.com. These portals give users access to search release notes about all project features, submit cases to Coupa Support, and register/track opportunities. Sales and Marketing material is also available via the Coupa Partner Portal.

Coupa Community Forum: The community forum is the main application through which feature ideas can be submitted and reviewed. Partners have the ability to suggest new ideas, as well as review ideas submitted by customers. The Coupa project team provides direct feedback within the community forum.

Services Rates: In Coupa’s standard delivery model Coupa will subcontract under the partner leading the Coupa Implementation. Rates are specific to the base country of the implementation (base country of the end customer), however Global Elite Partners will be supported with a preferred rate.

Expert Services: The Coupa Expert Services model consists Coupa resources subcontracting under an approved partner to provide the necessary functional and technical expertise to supplement the project team and ensure a successful implementation. For those partners that have not yet executed a master subcontracting agreement and achieved a sufficient level of proficiency, Coupa will reserve the right to contract directly with the end customer.

TRAINING

Partner Tier	Global Elite	Premier	Certified
Unlimited Access to Web-based learning	Yes	Yes	Yes
Number of demo instances supported	2 per country	2 Instances	2 Instances
Access to new release and training webinars.	Yes	Yes	Yes
Access to online and instructor led sales training	Yes	Yes	Yes
Access to Partner Conducted Training	Yes	Yes	No

Web-based learning: Through Coupa University, Coupa provides a wealth of web-based learning that can be taken by partner resources on demand. All certifications are tracked within Coupa University, and release specific certification is required three times per year to maintain platform certification.

Demo Instances: Demo instances are provided to partners for the purpose of supporting configuration testing, vertical specific configurations, and software demonstrations.

Sales Enablement: Sales enablement training is available through web-based learning within Coupa University in special instances, Coupa will consider supporting attendance at a Coupa hosted sales onboarding session.

Partner Conducted Training (PCT): Partner Conducted Training refers to a program through which partners can become certified to train and certify their own resources (train the trainer). This model gives partners flexibility around training schedule and class size, as well as a reduced price per person. If you wish to pursue PCT training, please contact training@coupa.com or your Alliances Manager.

Discounted Training Pricing: All approved Coupa partners receive a reduced price on training with the applied discount increasing with each elevation in partner tier. Check with your Alliances Manager for discount codes and rates.

Partner Connect Program Packages Include:	Key Program Benefits Include:
<ul style="list-style-type: none"> • Unlimited eLearning for all Practice Participants • Unlimited eLearning certification or test only option where applicable for all Practice Participants • Unlimited virtual instructor led training for all Practice Participants based on availability • Unlimited consumption of release certification 3x annually for all Practice Participants • Partner Sandbox Access for a specified number of core BSM instances • Partner Sandbox Access for a specified number of Power Application instances. 	<ul style="list-style-type: none"> • Single Partner Connect Program Fee • Predictable pricing model that aligns with practice size and growth initiatives • Enable partner teams to expand capabilities across the full Coupa suite without incremental certification cost • Aligned with Coupa’s training and certification strategy focusing on the expansion of on-demand eLearning certification

Partner Connect Program Pricing	
Basic (Under 10 Resources)	\$6,000 USD
Basic+ (11-20 Resources)	\$10,000 USD
Silver (21-50 Resources)	\$20,000 USD
Gold (51-100 Resources)	\$35,000 USD
Platinum (Global Elite)	\$125,000 USD

MARKETING

Partner Tier	Global Elite	Premier	Certified
Distinct classification on Coupa Website including customer testimonials and videos	Yes	Yes	Yes
Support of Annual Marketing Planning	Yes	Yes	No
Approved use of Coupa Certified Logo	Yes	Yes	Yes
Access to Coupa Marketing Tools & Campaigns	Yes	Yes	Yes
Approved Co-Marketing Funds	Yes	No	No
Early access to Inspire Sponsorship Opportunities	Yes	Yes	No
Support for joint press releases	Yes	Yes	Yes

Website Classification: All partners and their corresponding classification will be noted on Coupa’s website under the Partner Connect or Locate a Partner subpages. It is important to note that partners have the opportunity to provide information on their company specific pages including practice overviews, case studies, white papers, and customer testimonials.

Annual Marketing Planning: As part of our business review process, partners at certain tiers will also have an opportunity to plan out yearly joint marketing plans with Coupa.

Approved use of Coupa Logo: All Global Elite, Premier, and Certified partners are permitted to reference Coupa and use Coupa’s certified logo.

Coupa Marketing Tools and Campaigns: As part of marketing planning, partners will have the opportunity to take part in Coupa Connect events and other campaigns driven by the marketing team.

Joint Press Releases: Partners within the Coupa Partner Connect program will have the opportunity to release joint press releases highlighting key customer acquisitions and go-lives as well as technology and geographical expansions in the partnership.

MDF OVERVIEW

With the introduction of the partner classification structure, select partner tiers will be eligible for the Marketing Development Funds (MDF).

ELIGIBLE REIMBURSEMENTS

- **Joint Customer Events – This includes any event that has customers/prospects in attendance to include the following**
 - Field Events: Sporting Events, Coupa Connects, prospect/customer lead generation or deal closing activities.
 - Customer happy hours, breakfast, lunch or dinner events, essentially any meal-oriented event.
- **Joint Campaigns**
 - Thought leadership pieces: This includes payment to third party organizations for creation, hosting and subsequent lead generation programs associated with the piece. It can include digital assets as well as printed assets.
 - Content Creation: Payment to writers, editors, graphic designers, web design, digital assets, infographics, blog postings, costs associated with social media posts.
 - Design: Payment to graphical, print layout, website, technical diagram creation.
 - Call to Action email campaigns: Any email campaign to customer and prospects that could include html creation, landing page creation, a giveaway including contest or participation prizes.
 - Prospect List Purchases: Any list purchased for the purpose of co-marketing either by target buyer and/or vertical, geographical targets.
 - Webinars: Including third party speakers or agencies hosting and creating the content, moderators, hosting and digital asset creation. Also includes the buying of lists, marketing to drive attendance and follow up campaigns.
- **Joint Assets**
 - Customer Case Studies: Cost associated with customer interviews, content creation, design and printing, posting online costs.
 - Joint Product/Partnership Brochures: Cost associated with joint product/service messaging, relationship value messaging, content creation, design and printing, posting online costs.
 - Video: Cost associated with customer compensation if any related to time and/or travel expenses, videographer and crew and post filming editing, hosting and posting on respective partner/Coupa and/or third-party sites.
 - Whitepapers: Costs associated with writers, content development, third party agencies for creation and hosting, distribution costs.

- **Joint Advertising**

- Digital: Banners, ads, event participation promotion including SEO inclusion charges
- Print: Content and graphical creation, fees for placement in newspapers, magazines and printing costs for physical distribution
- Advertorials: content and graphical creation and promotion, third party hosting, placement fees and other related costs to the piece

- **Co-Branded Giveaways:** Purchase of items jointly branded to be used at any customer/ prospect facing event or meeting.

- **Co-Marketing Funds:** Partners in the Global Elite tier will have the option to take advantage of joint marketing funds. More details provided under the Marketing Development Fund (MDF) section.

- **Inspire Conference:** Coupa hosts an annual industry conference for customers, prospects, and partners. Higher tiers will provide partners with early access for registration and sponsorship opportunities.

- **Joint Industry Events:** Could include fees for speakers to speak on Coupa/partner behalf as industry experts, sponsorship fees if exhibiting together, all booth fees including set-up, carpeting, chairs, booth creation, electricity wireless, cleaning and special signage, roll-up banners, joint brochures. customer events associated with the event, PowerPoint and/or demo creation, joint ad creation. Including writers, content creation, graphical design and hosting fees for Joint PowerPoint Presentations, joint brochures, joint demos, webinar, newsletters, FAQs

- **Sales Tools:** The creation of any sales tool for the purpose of joint sales teams to present either internally for education or externally for prospects/ customers. Could include fees for speakers to speak on Coupa/ partner behalf as industry experts, sponsorship fees if exhibiting together, all booth fees including set-up, carpeting, chairs, booth creation, electricity wireless, cleaning and special signage, roll-up banners, joint brochures. Customer events associated with the event, PowerPoint and/or demo creation, joint ad creation

Ineligible Reimbursements

- **The following activities/items are not eligible for MDF reimbursement**
 - Inspire sponsorship fees
 - Training
 - Travel Expenses for employee training or other events unless the travel is for a customer or third party speaker
 - Fees associated with services payments to Coupa, i.e. when Coupa acts as a sub to the partner for customer implementation
- **All activities must be mutually agreed to in advance**
- **Partner must submit reimbursement request within 30 days of activity**
- **The program can be changed at any time without notification**



Relationship Management

Partner Tier	Global Elite	Premier	Certified
Dedicated Executive Sponsor and named Channel Account Manager	Yes	Yes	No
Unlimited access to Coupa's PartnerConnect Portal	Yes	Yes	Yes
Access to Partner Communications, Newsletters, and Updates	Yes	Yes	Yes
Access to deal registration program with referral fee	Yes	Yes	Yes
Discounts on platform for internal use	Yes	Yes	No

Dedicated Account Manager: For partners of a certain tier, a designated Coupa Account Manager will be appointed.

Partner Connect Portal: All Global Elite, Premier, and Certified partners will have access to the Partner Connect Portal which provides implementation, sales, and marketing connect as well as the ability to register/track opportunities.

Partner Communications and Newsletters: All Global Elite, Premier and Certified partners will receive periodic updates both through a formal newsletter, and less formal program updates from the Partner Success Management Team.

Deal Registration and Referral Program: Through the Partner Connect Portal, all partners will have the access to register and track opportunities. Global Elite and Premier partners may opt to leverage the MDF program rather than access referral fees.

Internal Platform Use: Many Coupa Partners leverage the Coupa Platform for their own internal procurement and expense management processes. Partners in the program have the opportunity to receive discounted pricing for their internal use of Coupa.

COUPA APP MARKETPLACE PARTNER PROGRAM REQUIREMENTS, ENTITLEMENTS AND GUIDELINES

The Coupa App Marketplace partner program consists of three Tiers; Silver (Certified), Gold (Co-Market), Platinum (Co-Sell), all have corresponding benefits and requirements which is illustrated below.

COUPA APP MARKETPLACE PARTNER PROGRAM BENEFITS

Benefits	Silver Certified	Gold Co-Market	Platinum Co-Sell
Customer Reach			
General			
Certification & Coupa issued certificate	✓	✓	✓
Marketplace listing	✓	✓	✓
Marketplace 'Featured App' in category		✓	
Marketplace showcase			✓
Marketplace category top tier placement			✓
Quarterly business review (and co-sell)			✓
Annual business review		✓	
Quarterly adoption and usage reports		✓	
Access to adoption and usage dashboard			✓
Business plan development			✓
Co-marketing strategy and plan development with Channel Marketing Director		Limited	Dedicated
Qualified for Partner Advisory Board consideration			✓
Support			
Dedicated Channel Marketing Manager support			✓
Dedicated Alliance Relationship Manager			✓
Marketing (Content & Digital)			
Coupa App Marketplace program welcome kit (Partner Kit)	✓	✓	✓
Program logo usage and guidelines		✓	✓
Approved quote (for partner website usage)		✓	✓
Guest blog on Coupa.com		✓	✓
Social media amplification		✓	✓

App Marketplace newsletter spotlight	✓	✓	✓
Customer Value Newsletter spotlight	✓	✓	✓
Coupa branded solution brief (2-pager)			✓
Coupa endorsed press release template	✓	✓	✓
Coupa press release quote support	✓	✓	✓
Joint Coupa press release opportunities			✓
Case studies, whitepapers, eBooks, thought leadership articles, research reports, etc.			✓
Campaigns & Demand Generation			
Events (Coupa sponsors partner event*)		✓	✓
Events (opportunity to sponsor Coupa Inspire)	✓	✓	✓
Field events			✓
Webinars (featuring joint customer)			✓
Co-branded campaign materials			✓
Sales Enablement			
Access to Coupa Partner Connect portal		✓	✓
Partner Engage webinar (presentation to Coupa customer facing teams)		✓	✓
Internal communications (email, newsletter)		✓	✓
Required partner solution learning course for Coupa services teams			✓
Coupa account introductions		✓	✓
Co-selling with Coupa AEs			✓
Account mapping			✓
Community matchmaking			✓
Solution Consultation			
Technical Enablement			
Product use case mapping	✓	✓	✓
Solution design	✓	✓	✓
Solution build & test support	✓	✓	✓
Certification (docs, solution review)	✓	✓	✓

Recertification review (3 times/year)	✓	✓	✓
Pilot customer enablement		✓	✓
Customer escalation and triage		✓	✓
Ongoing support to partner queries		✓	✓
Named Coupa Solution Architect			✓
Technology Access			
General			
Coupa instance access related support	✓	✓	✓
Access to Coupa Product Management and product direction		Basic	Extended
Early access to key technologies			✓
New product preview access			✓
Warm intro to Coupa Ventures			✓
Platform training seats	3	10	10

COUPA APP MARKETPLACE PARTNER PROGRAM REQUIREMENTS

Silver: This is the first level of partnership and is ideal for partners who wish to have a certification and placement in the marketplace. The cost for participation is \$12,000 annually.

Gold: This more advanced level is ideal for partners wanting the Silver benefits and expanded benefits of more support and marketing into the Coupa community. The cost for participation is \$15,000 annually with a perpetual 8% revenue share component.

Platinum: This is the highest level of partnership and includes all the benefits of Silver and Gold plus extensive co-selling. The cost for participation is \$20,000 annually with a perpetual 10% revenue share component.

Your acceptance into an App Marketplace Partner Program Tier will be reviewed by the Coupa Program Team.

COUPA APP MARKETPLACE PARTNER PROGRAM BENEFIT DEFINITIONS

Benefits	Benefit Definitions
Customer Reach	
General	
Certification & Coupa issued certificate	Once partner completes and passes the certification process, they will be issued a certificate indicating the solution is certified. They may use this designation externally.
Marketplace listing	Solution will be publically listed on the Coupa App Marketplace - partner will provide collateral
Marketplace 'Featured App' in category	Solution will be publically listed on the Coupa App Marketplace with a prominent location under the Featured App category on a rotating basis.
Marketplace showcase	Solution will be publically listed on the Coupa App Marketplace with a prominent location in the showcase area.
Marketplace category top tier placement	Solution will be publically listed on the Coupa App Marketplace with a prominent location in the top category area. This will be determined by customer utilization.
Quarterly business review (and co-sell)	Coupa and the partner will conduct a business review on a quarterly basis to measure results against goals on an ongoing basis.
Annual business review	Once a year, Coupa and the partner will do a year-end review and measure results against goals as well as conduct a post-mortem.
Quarterly adoption and usage reports	Partner will have access to reports from Coupa that will show customer adoption of the solution as well as usage metrics on a cumulative quarterly basis.
Access to adoption and usage dashboard	Partner will have access to dashboards from Coupa that will show customer adoption of the solution as well as usage metrics on a year to date basis.
Business plan development	Once a year, Coupa and the partner will meet to create a business plan for the following year that will include success metrics, GTM and sales plans.
Co-marketing strategy and plan development with Coupa marketing counterpart	Once a year, Coupa and the partner will meet to create a GTM plan for the following year that will include success metrics and marketing activities to drive business and adoption of the solution.
Qualified for Partner Advisory Board consideration	Qualified partner will be considered to participate in Coupa's Partner Advisory Board.
Support	
Dedicated Channel Marketing Manager support	Partner will have a dedicated Channel Marketing Manager who will work with their marketing team on GTM activities.
Dedicated Alliance Relationship Manager	Partner will have a dedicated Alliance Manager who will work with their Alliance Manager on business development activities.
Marketing (Content & Digital)	
Coupa App Marketplace program welcome kit (Partner Kit)	Once the App Marketplace agreement is executed by both parties, the partner will receive a welcome kit that will contain materials and templates to familiarize the partner with the benefits they will receive.
Program logo usage and guidelines	Please refer to the Partner Press Release Guidelines and Entitlements Document.
Approved quote (for partner website usage)	Partner will work with the Channel Marketing Manager to craft a quote for usage on their website from a Coupa Executive.
Guest blog on Coupa.com	Partner will work with the Channel Marketing Manager to agree on a topic and content for a guest blog to be written by the partner and approved by Coupa.
Social media amplification	Coupa will use reasonable efforts to amplify partner content on our social media platforms.

COUPA APP MARKETPLACE PARTNER PROGRAM BENEFIT DEFINITIONS

App Marketplace newsletter spotlight	Partner's app/solution will be featured once in the monthly App Marketplace newsletter sent to opted-in Coupa customers, prospects, partners and prospective partners
Customer Value newsletter spotlight	Partner's app/solution will be highlighted in the monthly Customer Value Newsletter that is sent to Coupa customers.
Coupa branded solution brief (2-pager)	Partner will work with the Channel Marketing Manager to develop a co-branded solution brief that highlights the joint value proposition and how it relates to BSM.
Coupa endorsed press release template	Please refer to the <i>Partner Press Release Guidelines and Entitlements Document</i> .
Coupa press release quote support	Please refer to the <i>Partner Press Release Guidelines and Entitlements Document</i> .
Joint Coupa press release opportunities	Please refer to the <i>Partner Press Release Guidelines and Entitlements Document</i> .
Case studies, whitepapers, eBooks, thought leadership articles, research reports, etc.	Partner will work with the Channel Marketing Manager to develop co-branded GTM materials that highlights the joint value proposition and how it relates to BSM.
Campaigns & Demand Generation	
Events (Coupa sponsors partner event)	Partner industry events will have participation from Coupa provided the audience is relevant to Coupa's target audience.
Events (preferred sponsorship opportunity for Coupa Inspire)	Partner will receive early access to priority sponsorships at Inspire, Coupa's annual user conference.
Complimentary passes for Inspire	Partner will receive additional free passes to attend Coupa's Inspire. Please note that the partner must also sponsor Inspire.
Field events	Partner will work with the Channel Marketing Manager to develop co-branded field events that highlights the joint value proposition and how it relates to BSM for the purpose of awareness and lead generation.
Webinars (featuring joint customer)	Partner will work with the Channel Marketing Manager to develop co-branded field webinars that highlights the joint value proposition and how it relates to BSM. There must be a joint customer participating in order to qualify for consideration.
Co-branded campaign materials	Partner will work with the Channel Marketing Manager to develop co-branded campaign materials that highlights the joint value proposition and how it relates to BSM.
Sales Enablement	
Access to Coupa Partner Connect portal	Partner will have access to Coupa's Partner Connect Portal for unlimited contacts.
Partner Engage webinar (presentation to Coupa customer facing teams)	Partner will have access to Coupa's global sales teams in the form of a 30-minute webinar for solution awareness and education. A recording and ancillary materials will be posted on Coupa's intranet for future availability.
Internal communications (email, newsletter)	Partner will be highlighted in the Alliances Newsletter to Coupa and company-wide emails that discuss new partner solutions.
Required partner solution learning course for Coupa services teams	Partner will develop a solution overview webinar that will be used to educate the Coupa services teams. The purpose of this is for these teams to be able to recommend the partner's solutions to customers and prospects.
Coupa account introductions	Coupa will make introductions to the Coupa account owner at the request of the partner. Any such intro/mapping request by a partner will qualify for Revenue Share.
Co-selling with Coupa AEs	Partners will receive introductions to the Coupa sales teams for the purpose of co-selling into regions or targeted accounts.
Account mapping	Partners will receive prospect/customer lists that have been matched with Coupa prospect/customer lists once the initial list has been provided by the partner.
Community matchmaking	Partner's solution will be listed in the results of a customer query looking for particular solutions in a given category.

Solution Consultation

Technical Enablement

Product use case mapping	Partner will have access to a Solution Consultant to discuss the partner's use case and map it to the corresponding area of Coupa's product.
Solution design	Partner will work with a Solution Consultant to assess feasibility, discuss the business process and technical designs.
Solution build & test support	Partner will work with a Solution Consultant to answer technical questions and best practices during development and test.
Certification (docs, solution review)	The Coupa App Marketplace Team will review all solution materials and validate for security, privacy, performance. Note that app review is a prerequisite for Marketplace certification.
Recertification review (3 times/year)	3 times a year, partner will complete the certification process against the latest Coupa major release. The App Marketplace Team will review all solution materials.
Pilot customer enablement	For initial customer pilots, a Solution Consultant will assist the partner in troubleshooting implementation.
Customer escalation and triage	The App Marketplace Team will help route any customer escalations regarding an integration to the partner. The partner is expected to work directly with the customer, and can work with the App Marketplace team to assist in triaging and escalating where needed within Coupa.
Ongoing support to partner queries	Solutions Consultants will answer any periodic questions related to solution design or technical challenges.
Named Coupa Solution Architect	A solutions architect will be available to consult on advanced or challenging technical designs.

Technology Access

General

Coupa instance access related support	An instance of the latest version of Coupa will be made available and maintained by the App Marketplace Team, for the purposes of partner development.
Access to Coupa Product Management and direction	Partners will have access to periodically meet with Coupa PM to discuss product direction.
Early access to key technologies	When key technologies pertaining to platform integration are in development, partners will be given early access to beta tests and offer feedback.
New product preview access	In certain cases, new products or versions of products will be made available to partners to beta test and create integrations.
Warm intro to Coupa Ventures	Partner will have the ability to be introduced to Coupa Ventures for the purpose of investment.

Partner program fees will be billed automatically on an annual basis unless canceled per the App Marketplace agreement terms prior to that date. Revenue share will be for the initial partner sale.

The revenue share process will be as follows:

- Coupa Customer, Prospect, Field Representative or Partner will complete the “Get Started” form on the Coupa App Marketplace located at marketplace.coupa.com.
- A lead will be generated in Salesforce (SFDC) and will flow to the App Marketplace Operations Manager.
- Upon approval by the Operations Manager, the partner will be notified of the lead and will be able to contact their prospect.
- The partner will update the lead as either closed won or closed lost once the customer has made the decision. If it is closed won, the partner will include the total amount of the sale.
- Within 15 days of the end of the calendar quarter, Coupa App Marketplace partner operations will send the partner a report of all deals. The partner has 15 days to approve. If the partner does not approve within 15 days, Coupa will assume that the report is accurate.
- Once approved the partner will be issued an invoice to be paid according to the Coupa order form. Please refer to the order form for specific terms.
- The Partner will be billed yearly thereafter for existing customers until proof of cancellation or termination is provided.
- The Partner will also be responsible to pay revenue share on any sales that may occur from an Account Mapping/ Introduction by Coupa or requested by Partner, or a customer who originated through the marketplace if that product is integrated with Coupa. Non-integrated products and services are exempt from the revenue share.

COUPA APP MARKETPLACE CERTIFICATION

Coupa App Marketplace is Coupa’s API-based open integration platform that lets technology partners and independent software vendors (ISVs) integrate their products with Coupa. [The Coupa App Marketplace](#) supports APIs for various solution areas.

Partners are able to work closely with Coupa to define streamlined business processes integrated via the APIs that result in a well-architected end-to-end solution for our customers. These integrated solutions can include connectors, iframes, and panel applications to help our customers adopt Coupa faster at a significantly lower cost resulting in quantifiable value for their organizations. Please see the [Coupa App Marketplace program guide](#) for information on the certification process, benefits and go to market activities.

PROGRAM GOVERNANCE

Coupa performs an ongoing review to determine each partner’s appropriate tier placement, comparing the partner’s results to program requirements for the previous 12 months. In addition, performance results will be monitored on a regular basis to determine performance that may affect their Program status and result in possible tier promotions for the following year.

ABOUT COUPA

Coupa is the trusted leader in Business Spend Management (BSM), helping organizations make every dollar matter. Coupa's AI-driven platform delivers visibility, control, and real-time insights to drive operational excellence for organizations of every size and scale. Learn more at coupa.com and follow us on [LinkedIn](#) and [X \(Twitter\)](#).

APPENDIX

REFERRAL AGREEMENT

MUTUAL NONDISCLOSURE AGREEMENT FOR INFLUENCE REFERRALS

MASTER SUBCONTRACT AGREEMENT (Coupa as Sub)

MASTER SUBCONTRACT AGREEMENT (Coupa as Prime)





REFERRAL AGREEMENT

This Referral Agreement ("Agreement") is made as of _____ ("Effective Date") by and between **Coupa Software, Inc.**, a Delaware corporation with a principal place of business at 1855 South Grant Street, San Mateo, CA 94402 ("Coupa") and _____, a _____ corporation or private individual with a principal place of business or home address at

 ("Company").

WHEREAS, the parties desire to allow Company to market the products and services of Coupa and to reward Company for referrals of prospective customers to Coupa and other business generation activities.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

- 1.1 "First Year Net Revenue" means, with respect to a particular Opportunity, Net Subscription Revenue actually received by Coupa for that Opportunity over the twelve-month period beginning on the subscription start date of that Opportunity.
- 1.2 "Net Subscription Revenue" means all amounts actually received by Coupa as Subscription Fees, less any taxes or refunds.
- 1.3 "Opportunity" means a single, fully-executed and closed order for a subscription to the Service that, in Coupa's reasonable judgment, satisfies the following:
 - (i) The order must close within nine (9) months of the referral and be for ten (10) or more users for a committed subscription term that is at least one (1) year;
 - (ii) The order must be (A) the initial order by a customer who was referred to Coupa by Company, or (B) an additional order by a pre-existing Coupa customer for a new group of users, which order was independently identified and referred to Coupa by Company;
 - (iii) The referred opportunity cannot have been previously submitted (by Company or another party) and cannot be one that is or was in Coupa's active sales process at the time of the referral or during the prior 120 days prior to the submission to Coupa;
 - (iv) The referred customer must be headquartered in the Territory and cannot be the Company itself or a competitor of Coupa; and
 - (v) The referral must be submitted via the Coupa Partner Portal located at partnerconnect.coupa.com (as may be changed by Coupa from time to time upon notice) and be accepted by Coupa.
- 1.4 "Referral Fees" means payments made by Coupa to Company for Opportunities referred by Company.
- 1.5 "Subscription Fees" means fees paid by Coupa customers for the Service, which fees are determined by Coupa in its sole discretion.
- 1.6 "Service" means Coupa's online procurement, billing, data analysis, or other services and associated content, as identified during the ordering process, developed, operated, and maintained by Coupa, and made accessible via <http://www.coupa.com> or another web site or IP address designated by Coupa from time to time, or ancillary online or offline products and services provided Coupa, to which a Coupa customer is granted access under the agreement with such customer..
- 1.7 "Territory" means [-----].

2. APPOINTMENT AND RELATIONSHIP

Coupa hereby appoints Company as a nonexclusive, independent referral partner for the Service in the Territory, subject to the terms and conditions of this Agreement. Company understands that notwithstanding the use of terms such as "sell," "sales" or the like in connection with Company's activities under this Agreement, Company is solely an independent contractor and not a franchisee, partner, employee or agent, sales or otherwise, of Coupa and has no authority to conclude sales or commit to pricing or other terms of the Service or make representations, incur obligations or otherwise act on behalf of Coupa in any way. In addition, any use of the term "partner" in this Agreement or in connection with this relationship shall in no way imply that Company is engaged in a joint venture with Coupa or otherwise has any ownership interest in Coupa or in any common enterprise with Coupa. Company understands that Coupa may, in its sole discretion, enter into similar arrangements with other companies or firms in the Territory or elsewhere.

3. TERM AND TERMINATION

The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive one year terms. Either party may terminate this Agreement at any time for convenience upon thirty (30) days prior written notice. Opportunities submitted prior to the date of termination of this Agreement will qualify for Referral Fees even if the order closes after the date of termination.

4. OBLIGATIONS OF THE PARTIES

- 4.1 Coupa will pay Company Referral Fees in accordance with Section 5.
- 4.2 Coupa will, in its sole discretion, provide product sales positioning training and materials for Company's sales and marketing personnel.
- 4.3 Each party shall comply with all applicable laws and regulations in its performance hereunder, including, without limitation, the United States Foreign Corrupt Practices Act of 1977 ("FCPA") and the Export Control Act, as each is amended from time to time, in performing its duties under this Agreement and in any of its dealings with respect to Coupa and any third party. The FCPA prohibits, among other things, anyone acting on behalf of a US company from offering anything of value to a government or government official, directly or indirectly, for the purpose of obtaining business or favorable treatment. Company acknowledges that a copy of the FCPA is located at <http://www.justice.gov/criminal/fraud/fcpa/>, and that it has had an opportunity to review and understands the provisions of the FCPA.
- 4.4 Company agrees to use good faith efforts to refer potential Opportunities to Coupa and introduce Coupa to Company's customer base and prospects as appropriate. Company will engage in marketing and sales efforts to generate leads for the Service and incorporate presentation of the Service into its sales and engagement delivery processes as appropriate and reasonable.
- 4.5 Company agrees to assist Coupa during the sales process with customers referred by Company upon reasonable request by Coupa.
- 4.6 Any promotional materials Company may wish to use in its marketing and sales efforts hereunder, aside from unmodified materials supplied by Coupa, must be submitted to Coupa for its prior written approval (not to be unreasonably withheld) at least 10 days prior to use. Company's marketing, sales and services activities under this Agreement shall adhere to good professional and industry standards, be consistent with Coupa's marketing materials, and not misrepresent the Service in any way.

5. REFERRAL FEES

- 5.1 For each Opportunity referred to Coupa by Company hereunder, Coupa will pay Company Referral Fees in the amount of ten percent (10%) of First Year Net Revenue for that Opportunity based on degree and effectiveness of Company's assistance and support during the sales process. Coupa reserves the right in its sole discretion to refuse to do business with any prospect or customer.

- 5.2 Referral Fees will be paid to Company on a calendar quarterly basis. Each payment for a given Opportunity will be made no later than thirty (30) days after the end of the calendar quarter in which Coupa received payment from the customer for that Opportunity. Coupa will provide a summary report with each payment showing how the payment was calculated. All Referral Fees will be paid in U.S. dollars.
- 5.3 Company shall refund to Coupa a pro rata portion of payments (based on the appropriate rate) made to Company for a particular Opportunity to the extent expected customer payments associated with that Opportunity are not received, or are refunded, by Coupa. Such amount to be refunded by Company may be offset, in Coupa's sole discretion, against other or future Referral Fee payments. Coupa's right to a refund from Company with respect to a particular Opportunity shall expire ninety (90) days after the one (1) year anniversary of the subscription start date of that Opportunity.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Each party hereby grants the other a nonexclusive, nontransferable, non-sublicensable, royalty-free license to use, in Company's case, "Coupa" and associated logos and, in Coupa's case, Company's company name and associated logos (collectively, "Marks"), solely in connection with each party's rights and obligations under this Agreement. Any use of Marks must be in accordance with the granting party's reasonable trademark usage policies, with proper markings and legends, and subject to the granting party's prior written approval. The granting party may withdraw any approval of any use of its Marks at any time in its sole discretion. During the period of use, the licensed party shall reasonably cooperate with the granting party in facilitating the granting party's monitoring and control of the nature and quality of products and services bearing the granting party's Marks, and shall supply the granting party with specimens of the licensed party's use of the granting party's Marks upon request. If the granting party notifies the licensed party that the licensed party's use of the granting party's Marks is not in compliance with the granting party's trademark policies or is otherwise deficient, then the licensed party shall promptly comply with such policies or otherwise as directed by the granting party. Neither party shall make any express or implied statement or suggestion, or use the other party's Marks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on the other party or its business, products or services. Each party acknowledges that the other party's Marks are and shall remain Marks of the other party. Neither party shall gain any right, title or interest with respect to the other party's Marks by use thereof, and all rights or goodwill associated with the other party's Marks shall inure to the benefit of the other party.
- 6.2 Coupa retains all right, title and interest in and to the Service and all documentation, training, sales, marketing and other materials supplied by Coupa. No rights in the Service or in such materials are granted to Company except as expressly provided herein.
- 6.3 Coupa alone (and its licensors, where applicable) shall own all right, title and interest in and to the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the Service provided by Company, its potential Opportunities, or any other party.

7. CONFIDENTIALITY

Neither party shall use or disclose any Confidential Information (defined below) of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written consent. Each party shall protect the other party's Confidential Information in a manner similar to its own Confidential Information of like nature (but in no event using less than reasonable care). In the event of an actual or threatened breach of a party's confidentiality obligations, the non-breaching party shall have the right, in addition to any other remedies available to it, to seek injunctive relief, it being specifically acknowledged by the breaching party that other remedies may be inadequate. "Confidential Information" means all proprietary or confidential material or information disclosed orally or in writing by the disclosing party to the receiving party, including the terms and conditions of this Agreement, and all data of Coupa's customers (which shall be deemed Confidential Information of Coupa), that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure; provided, that Confidential Information shall not include any information or material that: (i) was or becomes generally known to the public

without the receiving party's breach of any obligation owed to the disclosing party; (ii) was or subsequently is independently developed by the receiving party without reference to Confidential Information of the disclosing party; (iii) was or subsequently is received from a third party who obtained and disclosed such Confidential Information without breach of any obligation owed to the disclosing party; or (iv) is required by law to be disclosed (in which case the receiving party shall give the disclosing party reasonable prior notice of such compelled disclosure and reasonable assistance, at disclosing party's expense, should disclosing party wish to contest the disclosure or seek a protective order).

8. INDEMNIFICATION

- 8.1 Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, subcontractors and affiliates from and against any loss, damage or expense (including reasonable attorneys' fees) incurred in connection with any claims, actions, demands, suits or proceedings (collectively, "Claims") made against the other party by a third party and arising out of a breach by the indemnifying party of this Agreement (including any representation or warranty contained herein).
- 8.2 The party seeking indemnification shall (i) notify the indemnifying party in writing of any Claim as soon as practicable upon knowledge of same, (ii) give the indemnifying party the opportunity, and full and exclusive authority, to defend, settle or participate in the defense or settlement of the Claim, and (iii) provide to the indemnifying party all reasonable requested assistance (at the indemnifying party's expense); provided, however, that (a) no failure to notify the indemnifying party shall relieve it of its indemnification obligations hereunder except to the extent the indemnifying party can demonstrate detriment attributable to such failure, and (b) the indemnifying party shall not settle any Claim in a way that imposes any obligation or liability on the indemnified party without the indemnified party's prior written consent (which consent will not be unreasonably withheld).

9. REPRESENTATION AND WARRANTIES; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 9.1 Each party represents and warrants that (i) it has the legal power to enter into and perform under this Agreement; (ii) it has obtained and will maintain any and all consents, approvals, licenses or other authorizations necessary for the performance of its obligations hereunder; and (iii) it will comply with all applicable laws and regulations in its performance hereunder. Neither party shall make any representations or warranties on the other's behalf without the other's prior written consent.
- 9.2 EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING ITS PRODUCTS AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAW, INCLUDING WITH RESPECT TO VALIDITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 9.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER UNDER TORT, CONTRACT OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AGGREGATE OF THE AMOUNTS PAID OR OWED BY EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT.

10. MISCELLANEOUS

- 10.1 Neither party shall engage in any publicity regarding this relationship, including by means of press releases, advertising or other means, without the other party's prior written consent. Either party may include the other's name and logo in lists of partners.

Notices shall be in writing and effective upon receipt. Notices to Coupa shall be addressed to its General Counsel at the address stated in the preamble or by email to legalnotices@coupa.com

- 10.2 Notices to Company shall be addressed by email to [_____].
- 10.3 This Agreement represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the amendment or waiver is to be asserted. To the extent of any conflict between the body of this Agreement and any schedules or attachments hereto, the body of this Agreement shall prevail unless expressly stated otherwise. There are no third party beneficiaries to this Agreement.
- 10.4 No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.
- 10.5 During the Term and for a period of one (1) year following the termination or expiration of this Agreement (the "Restricted Period"), Company will not employ, offer employment to or solicit the employment of or otherwise entice away from the employment of Coupa any individual employee or independent contractor employed or engaged by Coupa during the Restricted Period without Coupa's prior written consent.
- 10.6 Neither party to this Agreement will be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.
- 10.7 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, Coupa may assign this Agreement in its entirety, without consent of Company, in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of Company. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 10.8 This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service ("Dispute") shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief. In the event of any Dispute hereunder, the parties shall promptly and in good faith attempt to resolve such dispute, including escalating it as appropriate.
- 10.9 This Agreement may be executed by facsimile and in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:

COMPANY

COUPA SOFTWARE, INC.

Signature _____

Name _____

Title _____

Date _____

Signature _____

Name _____

Title _____

Date _____





MUTUAL NONDISCLOSURE AGREEMENT FOR INFLUENCE REFERRALS

This Mutual Nondisclosure Agreement for Influence referrals ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date") between Coupa Software Inc., with an address at 1855 S. Grant Street, San Mateo, CA 94402 ("Coupa") and _____ with an address at _____ (the "Company").

1. *Purpose.* Coupa wishes to allow Company to market the products and services of Coupa to Influence (as defined below) prospective Coupa customers and other business generation activities and in connection with these activities, each party may disclose or has already disclosed to the other certain confidential information which the disclosing party desires the receiving party to treat as confidential. "Influence" means either Company's introduction to a stakeholder or executive at a Coupa prospect or any recommendations, consultation or positive positioning made by Company resulting in an Opportunity. "Opportunity" means a single, fully-executed and closed order for a subscription to the Service. "Service" means Coupa's online business spend management platform modules as identified during the ordering process, developed, operated, and maintained by Coupa, and made accessible via <http://www.coupa.com> or another web site or IP address designated by Coupa from time to time, or ancillary online or offline products and services provided Coupa, to which a Coupa customer is granted access under the agreement with such customer.

2. "*Confidential Information*" means all tangible and intangible information disclosed by one party (a "Disclosing Party") to the other party (a "Receiving Party") either directly or indirectly, in writing, orally or by inspection of tangible objects that is marked or identified orally by the Disclosing Party as confidential or proprietary, or that is of such a nature and/or that is disclosed under circumstances that a reasonable person would consider such information to be confidential information of the Disclosing Party. Confidential Information shall include, without limitation: (a) trade secrets, drawings, works of authorship, inventions, know-how, processes, techniques, design details and specifications, software, prototypes, source code, algorithms and schematics, information regarding research, development, new services, products, marketing and selling plans, business plans, budgets, unpublished financial statements, all data of Coupa's customers (which is deemed Confidential Information of Coupa), prices and costs; (b) this Agreement or the existence of any business discussions between the parties; and (c) the Coupa

Partner Portal and any materials provided or available therein.

3. *Permitted Use & Access to Coupa Partner Portal.* Each Receiving Party shall use the Disclosing Party's Confidential Information only for the purpose of providing Influence leads or for other purposes expressly permitted with the other party's prior written consent. Upon Customer's request to partnerconnect@coupa.com, Customer will be granted access to the Coupa Partner Portal. The Influence lead may be submitted via the Coupa Partner Portal located at partnerconnect.coupa.com (as may be changed by Coupa from time to time upon notice) and accepted by Coupa in its sole discretion. Coupa will, in its sole discretion, provide product sales positioning training and materials for Company's sales and marketing personnel via the Coupa Partner Portal.

4. *Confidentiality Obligations.* Except as otherwise expressly provided herein, each Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party to anyone other than to its and its affiliates' directors, employees, representatives and advisors (collectively, "Representatives") who have a need to know such Confidential Information and are bound by obligations of confidentiality at least as stringent as those herein, and provided that the Receiving Party shall remain liable to the Disclosing Party for any breach of the confidentiality and non-use obligations by any such Representatives. Each Receiving Party shall use the same degree of diligence and effort to protect Confidential Information from disclosure to third parties as it uses to protect its own confidential information, but in no event use less than reasonable degree of care. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such copies in the same manner in which such notices were set forth in or on the original. Receiving Party shall promptly notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

5. *Confidentiality Exclusions.* The Receiving Party's obligations under this Agreement with respect to any portion of the Disclosing Party's Confidential Information shall not apply when the Receiving Party can document that such Confidential Information: (a) is or becomes a matter of public knowledge through no action or inaction of the Receiving Party; (b) was rightfully in the Receiving Party's possession or known by it, without confidentiality restrictions, prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by a third party, free of any obligation of confidence; or (d) was developed by the Receiving Party independently and without use of or reference to such Confidential Information.

6. *Required Disclosures.* The Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to any statutory or regulatory authority or court order, provided that the Receiving Party shall provide the Disclosing Party with prompt written notice prior to any such disclosure, reasonably assist in obtaining an order protecting the information from disclosure, and comply with any applicable protective order or equivalent.

7. *Return of Confidential Information.* Upon written request of the Disclosing Party, the Receiving Party will, at its option, promptly return to the Disclosing Party or destroy, all Confidential Information disclosed hereunder, together with all copies thereof, in the possession or custody of the Receiving Party or its Representatives with such destruction to be certified to the Disclosing Party by an authorized officer of the Receiving Party. Notwithstanding the foregoing, the Receiving Party shall not be required to destroy any automated archival backup of such Confidential Information to the extent required by applicable law or regulation or internal policy. Any such retained Confidential Information shall remain subject to confidentiality restrictions set forth in this Agreement.

8. *Company Obligations.* Company agrees to use good faith efforts to introduce and promote Coupa to Company's customer base, prospects, and Influence leads as appropriate. For the avoidance of doubt, the parties agree that Company shall not be compensated by Coupa for Opportunities. Company will engage in marketing and sales efforts to generate leads of the Service and incorporate presentation of the Service into its sales and engagement delivery processes as appropriate and reasonable. Any promotional materials Company may wish to use in its marketing and promotional efforts hereunder, aside from unmodified materials supplied by Coupa, must be submitted to Coupa for its prior written approval (not to be unreasonably withheld) at least 10 days prior to use. Company's marketing and influencing activities under this Agreement shall adhere to good professional and industry standards, be consistent with Coupa's marketing materials, and not misrepresent the Service in any way.

9. *Warranties.* Each Disclosing Party warrants that it has the right to make the disclosures under this Agreement. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT, REGARDING THE CONFIDENTIAL INFORMATION. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS."

10. *No License & Use of Marks.* All Confidential Information and materials and all whole or partial copies or embodiments thereof are and shall remain the property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to either party under any

intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein. Notwithstanding the foregoing, each party hereby grants the other a nonexclusive, nontransferable, non-sublicensable, royalty-free license to use, in Company's case, "Coupa" and associated logos and, in Coupa's case, Company's company name and associated logos (collectively, "Marks"), solely in connection with each party's rights and obligations under this Agreement. Any use of Marks must be in accordance with the granting party's reasonable trademark usage policies, with proper markings and legends, and subject to the granting party's prior written approval. The granting party may withdraw any approval of any use of its Marks at any time in its sole discretion. If the granting party notifies the licensed party that the licensed party's use of the granting party's Marks is not in compliance with the granting party's trademark policies or is otherwise deficient, then the licensed party shall promptly comply with such policies or otherwise as directed by the granting party.

11. *Term.* This Agreement shall continue for one year from the Effective Date and will automatically renew for additional periods of one year on the same terms. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Receiving Party's obligations hereunder shall continue in full force and effect for three (3) years from the date of disclosure of each item of Confidential Information.

12. *Remedies.* Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to any other legal remedies that may be available, without the necessity of proving actual damages.

13. *Compliance with Laws.* Each party shall adhere to all applicable laws, regulations and rules relating to: (a) the export of technical data, and shall not export or reexport any technical data or product to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized; (b) anti-trust, bribery and corruption; and (c) securities legislation.

14. *Governing Law.* If Company's address as shown on the signature section of this Agreement is: (a) located in the United Kingdom, this Agreement shall be governed by the laws of England and Wales; (b) located in the EEA (excluding the United Kingdom), this Agreement shall be governed by the laws of Switzerland; (c) located in China, Japan, Australia, New Zealand, India or in one of the ASEAN member states, this Agreement shall be governed by the laws of Singapore; and (d) in all other cases, this Agreement shall be governed by the laws of California and controlling United States federal law. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to: (i)

in case of 14(a), London, United Kingdom; (ii) in case of 14(b), Zurich, Switzerland; (iii) in the case of 14(c), Singapore, Republic of Singapore; and (iv) in the case of 14(d), San Francisco, California, USA.

15. *Miscellaneous.* Neither party may assign this Agreement, without the prior written consent of the other party, including by succession or operation of law. This Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral containing such subject matter. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. This Agreement may be executed in counterparts which taken together shall constitute one Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives.

Coupa Software Inc.

By: _____

Name: _____

Title: _____

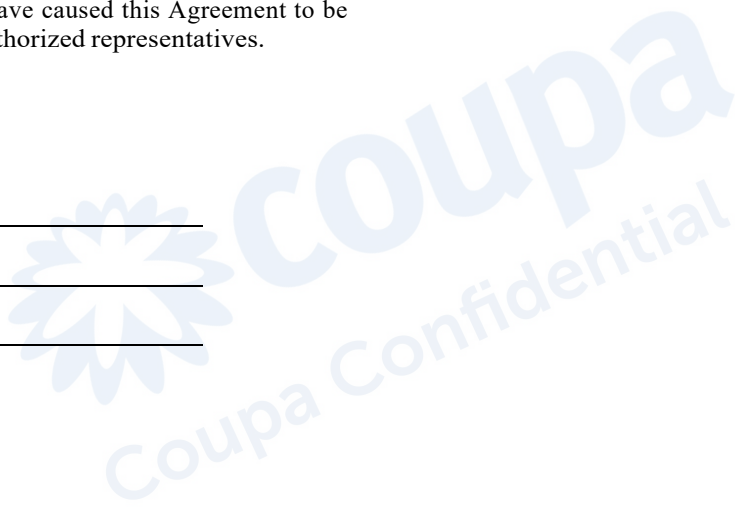
Company

By: _____

Name: _____

Title: _____

Date: _____



MASTER SUBCONTRACT AGREEMENT

(Coupa as Sub)

This Master Subcontract Agreement (the “**Agreement**”) is effective as of the date of the last signature below (the “**Effective Date**”) by and between Coupa Software, Inc., a Delaware corporation with its principal place of business at 1855 South Grant St., San Mateo, CA 94402, USA (“**Coupa**”), and _____, a [_____] corporation with its principal place of business at _____ (“**Partner**”).

BACKGROUND

Coupa and Partner desire to establish a contract pursuant to which Partner may, from time to time, subcontract to Coupa, and Coupa may perform certain advice, guidance or other professional services (“**Services**”) in connection with the implementation of Coupa’s software solution for one or more clients of Coupa and Partner (each, a “**Client**”) pursuant to one or more Statements of Work (“**SOW**”) executed between the parties, on the terms and subject to the conditions set forth in this Agreement and the applicable SOWs. This Agreement, together with the applicable SOWs and any attachments thereto, are referred to as the Agreement. The Client will contract directly with Coupa for the use of the Coupa software solution, and Partner will not be a party to that contract.

AGREEMENT

1. Term.

Except as otherwise mutually agreed upon by the parties in writing, the term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year (“**Initial Term**”), subject in any event to the parties’ termination rights in this Agreement. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a “**Renewal Term**”) until and unless either party provides the other party with ninety (90) days prior written notice before the end of the Initial Term or the Renewal Term. Each SOW executed by the parties prior to the effective date of such termination shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, which are by this reference incorporated into and made a part of each such SOW, until such SOW expires or terminates on its own terms.

2. Statement of Work.

Partner may, from time to time in its discretion, propose SOWs to Coupa describing the Services to be performed to be delivered by Coupa. The SOW will be developed in cooperation with Coupa and may reflect the following, as applicable: (i) the term or period of time during which Coupa will perform the Services, provide resources or otherwise perform its obligations as specified in the SOW; (ii) a description of the Services to be performed; (iii) a description of Partner and/or Client’s obligations related to the SOW (if any), including any facilities, equipment, personnel and tasks or other support to be provided or performed; (iv) fees and expenses under the SOW, or, if applicable, the basis on which such fees and expenses will be computed; and (v) any other terms and conditions applicable to performance of the SOW and the obligations of the parties. Each SOW shall be made effective as of the date of the commencement of the Services or, if earlier, the date of execution of such SOW.

3. Compensation and Payment.

3.1 Partner will pay Coupa fees and expenses as set forth in such SOW. Coupa shall submit invoices in a form reasonably acceptable to Partner. Except as otherwise set forth in the applicable SOW, Partner will remit payment within thirty (30) days following receipt of the applicable invoice.

3.2 Partner shall pay, or otherwise reimburse Coupa for, all taxes, levies, customs or duties however designated (exclusive of taxes based upon Coupa’s net income), or other amounts legally levied in lieu thereof, based upon or measured by charges set forth in this Agreement or on the Services or attendant licenses or services (including

maintenance) or their use, on or hereafter imposed under authority of any foreign, federal, state, or local taxing jurisdiction.

4. Confidential Information.

4.1 As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Services, the Deliverables, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

4.2 The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Notwithstanding the foregoing, for clarity, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's subcontractors with a need-to-know who are performing obligations on behalf of the Receiving Party in connection with this Agreement, provided that the Receiving Party (a) requires in writing that such subcontractors are bound by written obligations to protect the Disclosing Party's Confidential Information that are consistent with the obligations herein, and (b) remains responsible for the actions or omissions of such subcontractors as if they were Receiving Party's own actions or omissions.

4.3 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes.

4.4 Except as expressly provided in this Agreement, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

4.5 Upon termination or expiration of this Agreement, each party shall forthwith return to the other party all Confidential Information and other papers, materials and properties of such other party (including all copies thereof and notes thereon).

4.6 The provisions of this Section 4 shall survive termination or expiration of this Agreement for any reason for up to five (5) years thereafter. Thereafter, the Receiving Party shall retain the Confidential Information in accordance with its data retention policy. Notwithstanding the foregoing, for Confidential Information that is a trade secret under applicable law, such obligations shall survive until such Confidential Information is no longer such a trade secret.

5. Place of Performance.

Coupa shall perform the Services ordered hereunder as described in the applicable SOW. When performing Services at Partner's or Client's facilities/premises, Coupa shall abide by any code of conduct or other reasonable rules and regulations provided to Coupa for security and personnel identification, access and work at Partner's or Client sites and for safeguarding classified information.

6. Ownership Rights.

- 6.1 The Services provided hereunder are in support of the implementation of Coupa's services and software solution and thus generally repeated for one or more clients of Coupa. As such, as between the parties, Coupa owns, and will continue to retain exclusive ownership of, Coupa's software solutions, the Services, any deliverables or work product created or developed by or on behalf of Coupa under this Agreement ("**Deliverables**"), and any and all derivatives, enhancements or modifications thereto, including all intellectual property rights therein; all such rights are hereby retained by Coupa and no assignment of such rights are made under this Agreement. Notwithstanding the foregoing, Coupa hereby grants Partner a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to (A) use the Deliverables for a respective Client under this Agreement solely in support of the services related to the implementation of the Coupa software solutions that Partner delivers to such Client and (B) grant to Client the right to use the Deliverables for the Client's own business purposes solely in connection with the Client's use of the Coupa software solutions.
- 6.2 Partner and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to any Partner proprietary documents, data, know-how, methodologies, and other materials provided to Coupa by Partner ("**Partner Materials**"), including all intellectual property rights therein. Coupa shall have no right or license to use any Partner Materials except Coupa shall have a royalty-free, non-exclusive right and license to use, reproduce, and distribute Partner Materials solely in connection with the provision and/or use of the Services and Deliverables. All other rights in and to the Partner Materials are expressly reserved by Partner.

7. Warranties.

Coupa represents and warrants to Partner that the Services to be performed and/or deliverables provided under this Agreement and/or the applicable SOW: (1) shall be of the quality required by the applicable SOW and shall be performed in a timely and professional, workmanlike manner by qualified personnel in accordance with generally accepted industry standards and (2) shall be performed in accordance with the descriptions or specifications set forth in the applicable SOW and in accordance with all applicable federal and state laws, rules and regulations. Partner must report any deficiencies in the Services to Coupa in writing within thirty (30) days of performance of such services in order to receive warranty remedies. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. For any breach of the warranty in this section, the exclusive remedy shall be the re-performance of the applicable Services.

8. Indemnification.

- 8.1 **By Coupa.** Coupa will (i) defend and indemnify Partner, its officers, directors and employees against any third party suit, claim, or demand (each a "**Claim**") that alleges any Deliverables provided by Coupa in accordance with this Agreement and the applicable SOW infringe any issued patent, copyright, trademark or misappropriation of any trade secret of such third party; and (ii) pay any court-ordered award of damages or settlement amount (which may include any expense, liability, loss, damage, costs or reasonable attorneys' fees), each to the extent payable to a third party, to the extent arising from such Claims. Notwithstanding the foregoing, if Coupa reasonably believes that Partner's use of any portion of the Deliverables is likely to be enjoined by reason of any Claims then Coupa may, at its expense and in its sole discretion: (i) procure for Partner and the Client the right to continue using the Deliverables; (ii) replace the same with other deliverables of substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the Deliverables so that there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of the Deliverables as set out herein or in the applicable SOW. If (i), (ii), and (iii) above are not available on commercially reasonable terms in Coupa's judgment, Coupa may terminate the affected SOW for the affected portion of the Deliverables and refund to Partner the fees paid by Partner for the affected Deliverables. The foregoing indemnification obligation of Coupa shall not apply: (1) if the Deliverables are modified by any party other than Coupa (or someone acting at Coupa's direction), but solely to the extent the alleged infringement is related to such modification; (2) the Deliverables are combined with other non-Coupa products, applications, or processes not authorized by Coupa, but solely to the

extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Deliverables, or use that is not in compliance with all applicable laws and related documentation; (4) to any third party products, processes or materials that are not provided by Coupa; or (5) to any Claims arising as a result of the content of the Partner or Client information, including, without limitation, any Claims arising from Coupa's compliance with Partner's or Client's specifications or directions.

- 8.2 By Partner.** Partner will (i) defend and indemnify Coupa and their respective officers, directors, and employees from and against any third party Claims that allege that any Partner Materials provided pursuant to this Agreement infringes any issued copyright, patent, trademark or misappropriates trade secret rights of any third party, and (ii) pay any court-awarded award of damages or settlement (which may include any expense, liability, loss damage, costs or reasonable attorneys' fees), each to the extent payable to a third party, to the extent arising from such Claims. The foregoing indemnification obligation of Partner shall not apply: (1) if the Partner Materials are modified by any party other than Partner (or someone acting at Partner's direction), but solely to the extent the alleged infringement is related to such modification; (2) the Partner Materials are combined with other non-Partner products, applications, or processes not authorized by Partner, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Partner Materials, or use that is not in compliance with all applicable laws and related documentation; (4) to any third party products, processes or materials that are not provided by Partner; or (5) to any Claims arising as a result of the content of Coupa information, including, without limitation, any Claims arising from Partner's compliance with Coupa's specifications or directions.
- 8.3 Process.** The indemnifying party's obligations under Section 8 are subject to the following: (i) the indemnified party shall promptly notify the indemnifying party in writing of any Claims; (ii) the indemnifying party shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that the indemnifying party may not settle any Claims that require any indemnified party to admit any civil or criminal liability or incur any financial obligation without the indemnified party's consent, which consent shall not be unreasonably withheld); and (iii) the indemnified party shall cooperate fully to the extent necessary at the indemnifying party's cost in such defense and settlement.
- 8.4 THIS SECTION 8 SETS FORTH THE INDEMNIFYING PARTY'S SOLE LIABILITY AND INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIM HEREUNDER.**

9. Insurance.

Coupa shall maintain at all times during the Term of this Agreement: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000.00 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000.00 dollars in the aggregate; (b) Commercial automobile liability insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$6,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance) with minimum limits of US\$10,000,000.00; (e) Workers Compensation Insurance covering Coupa employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial crime insurance including coverage for loss or damage resulting from theft committed by the Coupa's employees, acting alone or in collusion with others, and coverage for computer crime, with a minimum per event and annual aggregate limit of US\$5,000,000. Upon request, Coupa shall promptly furnish Partner a certificate evidencing the coverages set forth above.

10. Termination.

- 10.1** Either party may terminate the Agreement and/or the applicable SOW if the other party breaches any of the terms and conditions set forth herein or otherwise fails to perform any of the other provisions of the Agreement and does not cure such breach or failure within a period of ten (10) business days after receipt of notice of such breach or failure. Partner shall also have the right to suspend work under this Agreement, at no additional cost, in the event the Client suspends work under Partner's prime contract.
- 10.2** Either party may terminate this Agreement and/or performance hereunder, effective immediately, such party determines that the other party has acted dishonestly or grossly negligent, committed an act of willful misconduct, or acted in any way that material adversely affects such party's reputation. Either party may also terminate the Agreement and/or any SOW immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the Agreement conflict with any applicable law, rule, independence or other professional regulations, standards or guidelines to which such party conforms.
- 10.3** Upon termination or expiration of this Agreement, all terms and conditions which by their nature are intended to survive shall survive, including, without limitation, Section 4 (Confidential Information, subject to Section 4.6), Section 6 (Ownership Rights), Section 8 (Indemnification), Section 10 (Termination), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination shall not relieve Partner of the obligation to pay any fees accrued or payable to Coupa pursuant to this Agreement or a SOW.

11. Limitation of Liability.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY PARTNER TO COUPA UNDER THE AFFECTED SOW (WITH ALL CLAIMS UNDER A SOW BEING AGGREGATED IN SATISFACTION OF THE LIMIT). THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO THE PARTY'S OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIAL INFORMATION), SECTION 8 (INDEMNIFICATION), OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES WHETHER HEREUNDER OR OTHERWISE.

12. Miscellaneous.

- 12.1 Assignment.** This Agreement may not be assigned or delegated by either party without the other party's prior written consent. Any attempted assignment or delegation of its rights or obligations will be null and void.
- 12.2 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the meaning of such provision will be interpreted, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save such provision, it will be severed from this Agreement, which will remain in full force and effect unless the severed provision is essential and material to this Agreement. In such event, the parties will use good faith efforts to substitute a valid and enforceable provision or agreement that most nearly affects the parties' intent.
- 12.3 Dispute Resolution.** This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

- 12.4 Costs and Expenses.** Unless otherwise set forth in an applicable SOW, each party will bear its own costs incurred in the performance of its obligations hereunder.
- 12.5 Notice.** All notices hereunder will be made in writing and delivered by personal service to the other party or sent by certified mail, postage prepaid, return receipt requested. Notice will be considered given when delivered in person, or on the fifth (5th) day after being deposited in the mail. Notices will be addressed pursuant to the addresses provided in opening paragraph of this Agreement, unless either party gives notice to the other party of a change of address. In addition to the foregoing, notices to Coupa under this Agreement should also be sent to legalnotices@coupa.com.
- 12.6 Waiver.** No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually agreed to in writing by both parties. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter.
- 12.7 Construction.** Titles or headings to the Sections of this Agreement are not part of the terms of this Agreement but are inserted solely for convenience. As used in this Agreement, the term “includes” means, “includes, but is not limited to,” and the term “including” means, “including, but not limited to.”
- 12.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 12.9 Relationship of Parties.** Coupa is performing pursuant to this Agreement only as an independent contractor. Each party has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its own respective obligations set forth in this Agreement, except as otherwise agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Coupa and Partner. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party.
- 12.10 Entire Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties and cancels all previous arrangements and agreements between them. There are no understandings or agreements regarding the subject matter of this Agreement that are not fully expressed herein. This Agreement may be modified only in writing and, except as expressly provided in this Agreement with regard to amendments to the exhibits of this Agreement, only upon the parties’ mutual consent.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

Coupa	Partner
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A - STATEMENT OF WORK
(to be attached separately)



MASTER SUBCONTRACT AGREEMENT

(Coupa as Prime)

This Master Subcontract Agreement (the “**Agreement**”) is effective as of the date of the last signature below (the “**Effective Date**”) by and between Coupa Software, Inc., a Delaware corporation with its principal place of business at 1855 South Grant St., San Mateo, CA 94402, USA (“**Coupa**”), and _____, a [_____] corporation with its principal place of business at _____ (“**Subcontractor**”).

BACKGROUND

Coupa and Subcontractor desire to establish a contract pursuant to which Coupa may, from time to time, subcontract to Subcontractor, and Subcontractor may perform certain advice, guidance or other professional services (“**Services**”) in connection with the implementation of Coupa’s software solution for one or more clients of Coupa (each, a “**Client**”) pursuant to one or more Statements of Work (“**SOW**”) executed between the parties, on the terms and subject to the conditions set forth in this Agreement and the applicable SOWs. This Agreement, together with the applicable SOWs and any attachments thereto, are referred to as the Agreement. The Client will contract directly with Coupa for the use of the Coupa software solution, and Partner will not be a party to that contract.

AGREEMENT

1. Term.

Except as otherwise mutually agreed upon by the parties in writing, the term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one (1) year (“**Initial Term**”), subject in any event to the parties’ termination rights in this Agreement. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a “**Renewal Term**”) until and unless either party provides the other party with ninety (90) days prior written notice before the end of the Initial Term or the Renewal Term. Each SOW executed by the parties prior to the effective date of such termination shall remain in full force and effect in accordance with its terms, including the terms and conditions of this Agreement, which are by this reference incorporated into and made a part of each such SOW, until such SOW expires or terminates on its own terms.

2. Statement of Work.

Coupa may, from time to time in its discretion, propose SOWs to Subcontractor describing the Services to be performed to be delivered by Subcontractor. The SOW will be developed in cooperation with Subcontractor and may reflect the following, as applicable: (i) the term or period of time during which Subcontractor will perform the Services, provide resources or otherwise perform its obligations as specified in the SOW; (ii) a description of the Services to be performed; (iii) a description of Coupa and/or Client’s obligations related to the SOW (if any), including any facilities, equipment, personnel and tasks or other support to be provided or performed; (iv) fees and expenses under the SOW, or, if applicable, the basis on which such fees and expenses will be computed; and (v) any other terms and conditions applicable to performance of the SOW and the obligations of the parties. Each SOW shall be made effective as of the date of the commencement of the Services or, if earlier, the date of execution of such SOW.

3. Compensation and Payment.

3.1 Coupa will pay Subcontractor fees and expenses as set forth in such SOW. Subcontractor shall submit invoices in a form reasonably acceptable to Coupa. Except as otherwise set forth in the applicable SOW, Coupa will remit payment within thirty (30) days following receipt of the applicable invoice.

3.2 Coupa shall pay, or otherwise reimburse Subcontractor for, all taxes, levies, customs or duties however designated (exclusive of taxes based upon Subcontractor’s net income), or other amounts legally levied in lieu thereof, based upon or measured by charges set forth in this Agreement or on the Services or attendant licenses or services (including maintenance) or their use, on or hereafter imposed under authority of any foreign, federal, state, or local taxing jurisdiction.

4. Confidential Information.

- 4.1 As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Services, the Deliverables, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 4.2 The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Notwithstanding the foregoing, for clarity, the Receiving Party may disclose Confidential Information of the Disclosing Party to the Receiving Party's subcontractors with a need-to-know who are performing obligations on behalf of the Receiving Party in connection with this Agreement, provided that the Receiving Party (a) requires in writing that such subcontractors are bound by written obligations to protect the Disclosing Party's Confidential Information that are consistent with the obligations herein, and (b) remains responsible for the actions or omissions of such subcontractors as if they were Receiving Party's own actions or omissions.
- 4.3 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes.
- 4.4 Except as expressly provided in this Agreement, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.
- 4.5 Upon termination or expiration of this Agreement, each party shall forthwith return to the other party all Confidential Information and other papers, materials and properties of such other party (including all copies thereof and notes thereon).
- 4.6 The provisions of this Section 4 shall survive termination or expiration of this Agreement for any reason for up to five (5) years thereafter. Thereafter, the Receiving Party shall retain the Confidential Information in accordance with its data retention policy. Notwithstanding the foregoing, for Confidential Information that is a trade secret under applicable law, such obligations shall survive until such Confidential Information is no longer such a trade secret.

5. Place of Performance.

Subcontractor shall perform the Services ordered hereunder as described in the applicable SOW. When performing Services at Coupa's or Client's facilities/premises, Subcontractor shall abide by any code of conduct or other rules and regulations provided to Subcontractor for security and personnel identification, access and work at Coupa's or Client sites and for safeguarding classified information.

6. Ownership Rights.

- 6.1 Coupa owns and will continue to retain exclusive ownership of Coupa's software solutions and any other materials provided by or on behalf of Coupa to Subcontractor under this Agreement ("**Coupa Materials**"). The Services provided hereunder are in support of the implementation of Coupa's services and software solution and thus generally repeated for one or more clients of Coupa. As such, as between the parties, Coupa will own, and will continue to retain exclusive ownership of, any deliverables or work product created or developed by or on behalf of Subcontractor under this Agreement ("**Deliverables**"), and any and all derivatives, enhancements or modifications thereto, including all intellectual property rights therein. All Deliverables hereunder shall be considered works for hire; provided, however, that to the extent that any of the foregoing may not be deemed a work for hire, all such rights are hereby irrevocably assigned by Subcontractor to Coupa. If and to the extent assignment of ownership in the Deliverables to Coupa is not possible, Subcontractor hereby grants Coupa a worldwide, perpetual, exclusive, transferable, sublicensable, irrevocable, royalty-free license to (A) use, reproduce, import, export, transfer, display, and distribute the Deliverables under this Agreement for its business purposes, including, without limitation, in support of the services related to the implementation of the Coupa software solutions.
- 6.2 Subcontractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to any Subcontractor proprietary documents, data, know-how, methodologies, and other materials provided to Coupa by Subcontractor ("**Subcontractor Materials**"), including all intellectual property rights therein. Coupa shall have no right or license to use any Subcontractor Materials except Subcontractor grants Coupa a royalty-free, non-exclusive, sublicensable, irrevocable, worldwide, perpetual right and license to use, reproduce, and distribute Subcontractor Materials solely in connection with the provision and/or use of the Services and Deliverables. All other rights in and to the Subcontractor Materials are expressly reserved by Subcontractor.

7. Warranties.

Subcontractor represents and warrants to Coupa that the Services to be performed and/or Deliverables provided under this Agreement and/or the applicable SOW: (1) shall be of the quality required by the applicable SOW and shall be performed in a timely and professional, workmanlike manner by qualified personnel in accordance with generally accepted industry standards and (2) shall be performed in accordance with the descriptions or specifications set forth in the applicable SOW and in accordance with all applicable laws, rules and regulations. Coupa or Client must report any deficiencies in the Services and/or Deliverables to Subcontractor in writing within thirty (30) days of performance of such services in order to receive warranty remedies. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. For any breach of the warranty in this section, the exclusive remedy shall be the re-performance of the applicable Services.

8. Indemnification.

- 8.1 **By Subcontractor.** Subcontractor will (i) defend and indemnify Coupa, its affiliates, and their respective officers, directors and employees against any third party suit, claim, or demand (each a "**Claim**") that alleges any Deliverables provided by Subcontractor infringe any patent, copyright, trademark, or other intellectual property right, or misappropriates any trade secret of such third party; and (ii) pay any award of damages or settlement amount (which may include any expense, liability, loss, damage, costs or reasonable attorneys' fees), each to the extent payable to a third party, to the extent arising from such Claims. Notwithstanding the foregoing, if Subcontractor reasonably believes that Coupa's use of any portion of the Deliverables is likely to be enjoined by reason of any Claims then Subcontractor shall, at its expense and in its sole discretion: (i) procure for Coupa and the Client the right to continue using the Deliverables; (ii) replace the same with other deliverables of substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the Deliverables so that there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of the Deliverables as set out herein or in the applicable SOW. If (i), (ii), and (iii) above are not available on commercially reasonable terms in either party's judgment, Subcontractor may terminate the affected SOW for the affected portion of the Deliverables and refund to Coupa the fees paid by Coupa for the affected Deliverables. The foregoing indemnification obligation of Subcontractor shall not apply: (1) if the Deliverables are modified by any party other than Subcontractor (or someone acting at Subcontractor's direction), but solely to the extent the alleged infringement is related to such modification; (2) the Deliverables are combined with other non-Coupa products,

applications, or processes not authorized by Subcontractor, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the Deliverables, or use that is not in compliance with all applicable laws and related documentation; (4) to any third party products, processes or materials that are not provided by Subcontractor; or (5) to any Claims arising as a result of the content of the Coupa or Client information, including, without limitation, any Claims arising from Subcontractor's compliance with Coupa's or Client's specifications or directions.

8.2 Process. Subcontractor's obligations under Section 8 are subject to the following: (i) Coupa shall promptly notify Subcontractor in writing of any Claims; (ii) Subcontractor shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that Subcontractor may not settle any Claims that require Coupa or Client to admit any civil or criminal liability or incur any financial obligation without their prior consent, which consent shall not be unreasonably withheld, and provided further that Coupa shall have the right and discretion to retain its own counsel and participate in the defense of the claims, at Coupa's expense); and (iii) Coupa shall cooperate fully to the extent necessary at Subcontractor's cost in such defense and settlement.

8.3 THIS SECTION 8 SETS FORTH SUBCONTRACTOR'S SOLE LIABILITY AND COUPA'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIM HEREUNDER.

9. Insurance.

Subcontractor shall maintain at all times during the Term of this Agreement: (a) Commercial General Liability Insurance with minimum limits of US\$1,000,000.00 combined single limit and combined bodily injury and property damage per occurrence and US\$2,000,000.00 dollars in the aggregate; (b) Commercial automobile liability insurance providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than US\$1,000,000 per accident combined single limit for bodily injury and property damage; (c) Umbrella Liability providing excess liability coverage in the minimum amount of US\$6,000,000.00 per occurrence, to supplement the primary coverage provided in the policies listed above; (d) Professional Liability Insurance (Errors and Omissions Insurance) with minimum limits of US\$10,000,000.00; (e) Workers Compensation Insurance covering Coupa employees pursuant to applicable state laws, and at the maximum limits statutorily required for each such state; and (f) Commercial crime insurance including coverage for loss or damage resulting from theft committed by the Subcontractor's employees, acting alone or in collusion with others, and coverage for computer crime, with a minimum per event and annual aggregate limit of US\$5,000,000. Upon request, Subcontractor shall promptly furnish Coupa a certificate evidencing the coverages set forth above.

10. Background Checks.

All of Subcontractor's employees, independent contractors and other personnel that are providing services hereunder to Coupa ("**Personnel**") must successfully pass a background screen regardless of assignment length. Upon request, Subcontractor will certify in writing that all Personnel have successfully passed a background screen according to the criteria set forth below. The verification checks shall include the following, as reasonably updated from time to time by Coupa based on legal or other similar requirements, except where prohibited by country-specific regulations, capabilities or custom:

- A. Verification of Identity – including via a Form I-9 and by checking a current driver's license, certified copy of birth certificate, passport or other acceptable record of identity;
- B. Confirmation of Legal Right to Work in Jurisdiction;
- C. Criminal Court Check – including a criminal conviction record check or local equivalent (generally at least 7 years or longer, subject to applicable local law);
- D. Employment History – including using efforts to obtain and verify employment and unemployment history for at least 7 years (as applicable);
- E. Prohibited Parties/Terrorist Watch List – U.S. Department of Treasury, Office of Foreign Asset Control, including completing a current OFAC check; and

- F. Global Sanctions Screening – search of U.S. and international registries from major government and regulatory enforcement authorities, including sanctions bodies, law enforcement agencies and financial regulators, to identify restricted, sanctioned and prohibited individuals.

Unless prohibited by applicable law, Subcontractor shall not assign any Personnel to perform services hereunder (i) who are found to have provided any material false information in connection with the background check; or (ii) convicted of any crimes involving theft, dishonesty or controlled substances.

11. Termination.

- 11.1 Either party may terminate the Agreement and/or the applicable SOW if the other party breaches any of the terms and conditions set forth herein or otherwise fails to perform any of the other provisions of the Agreement and does not cure such breach or failure within a period of ten (10) business days after receipt of notice of such breach or failure. Coupa shall also have the right to suspend work under this Agreement, at no additional cost, in the event the Client suspends work under Coupa's prime contract.
- 11.2 Either party may terminate this Agreement and/or performance hereunder, effective immediately, such party determines that the other party has acted dishonestly or grossly negligent, committed an act of willful misconduct, or acted in any way that material adversely affects such party's reputation. Either party may also terminate the Agreement and/or any SOW immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the Agreement conflict with any applicable law, rule, independence or other professional regulations, standards or guidelines to which such party conforms.
- 11.3 Upon termination or expiration of this Agreement, all terms and conditions which by their nature are intended to survive shall survive, including, without limitation, Section 4 (Confidential Information, subject to Section 4.6), Section 6 (Ownership Rights), Section 8 (Indemnification), Section 11 (Termination), Section 12 (Limitation of Liability), and Section 13 (Miscellaneous). Termination shall not relieve Coupa of the obligation to pay any fees accrued or payable to Subcontractor pursuant to this Agreement or a SOW.

12. Limitation of Liability.

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, OR FOR AN AMOUNT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY COUPA TO SUBCONTRACTOR UNDER THE AFFECTED SOW (WITH ALL CLAIMS UNDER A SOW BEING AGGREGATED IN SATISFACTION OF THE LIMIT). THE FOREGOING LIMITATIONS, HOWEVER, SHALL NOT APPLY TO THE PARTY'S OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIAL INFORMATION), SECTION 8 (INDEMNIFICATION), OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES WHETHER HEREUNDER OR OTHERWISE.

13. Miscellaneous.

- 13.1 **Assignment.** This Agreement may not be assigned or delegated by either party without the other party's prior written consent. Any attempted assignment or delegation of its rights or obligations will be null and void.
- 13.2 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the meaning of such provision will be interpreted, to the extent feasible, so as to render the provision enforceable. If no feasible interpretation would save such provision, it will be severed from this Agreement, which will remain in full force and effect unless the severed provision is essential and material to this Agreement. In such event, the parties will use good faith efforts to substitute a valid and enforceable provision or agreement that most nearly affects the parties' intent.
- 13.3 **Dispute Resolution.** This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to

and finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

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- 13.5 Notice.** All notices hereunder will be made in writing and delivered by personal service to the other party or sent by certified mail, postage prepaid, return receipt requested. Notice will be considered given when delivered in person, or on the fifth (5th) day after being deposited in the mail. Notices will be addressed pursuant to the addresses provided in opening paragraph of this Agreement, unless either party gives notice to the other party of a change of address. In addition to the foregoing, notices to Coupa under this Agreement should also be sent to legalnotices@coupa.com.
- 13.6 Waiver.** No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually agreed to in writing by both parties. The failure of one party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter.
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- 13.9 Relationship of Parties.** Subcontractor is performing pursuant to this Agreement only as an independent contractor. Each party has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its own respective obligations set forth in this Agreement, except as otherwise agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Coupa and Subcontractor. Neither party shall act or attempt to act or represent itself, directly or by implication, as an agent of the other party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party.
- 13.10 Entire Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties and cancels all previous arrangements and agreements between them. There are no understandings or agreements regarding the subject matter of this Agreement that are not fully expressed herein. This Agreement may be modified only in writing and, except as expressly provided in this Agreement with regard to amendments to the exhibits of this Agreement, only upon the parties’ mutual consent.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

Coupa	Subcontractor
By:	By:
Print Name:	Print Name:
Title:	Title:

Date:	Date:
-------	-------



EXHIBIT A - STATEMENT OF WORK
(to be attached separately)

