



Coupa App Marketplace Program Agreement

This Coupa App Marketplace (f/k/a "CoupaLink") Program Agreement ("**Agreement**") is between Coupa Software Inc., a Delaware corporation with a principal place of business at 950 Tower Lane, 20th Floor, Foster City, CA 94404 ("**Coupa**") and the counterparty ("**Participant**").

This Agreement sets forth the terms and conditions under which Participant is granted access to the Program Content (defined below) by Coupa during the term of this Agreement.

1. DEFINITIONS

- (a) "**Coupa Development Site**" means the web pages containing resources for development of integrations to the Coupa platform.
- (b) "**Developer Content**" means the articles, white papers, webinars, documentation, publications, resources, and sample code accessible via the Coupa Development Site.
- (c) "**Coupa App Marketplace Program**" means the Coupa program that allows Participant to submit its integrations to the Coupa platform for certification by Coupa and its qualifications to be reviewed by Coupa so that it may be designated as a participant of the Coupa App Marketplace Program.
- (d) "**Developer Preview Programs**" means the pre-general sales Coupa technology which is not commercially available to Coupa customers which Coupa may make available to Participant under this Agreement.
- (e) "**Developer Tools**" means the tools, scripts, and toolkits accessible via the Coupa App Marketplace Program including the Coupa development sandbox instance.
- (f) "**Program Content**" means the content that Coupa provides or makes available to Participant under this Agreement as part of the Coupa App Marketplace Program, including the Coupa Development Site, Developer Content, Developer Preview Programs and Developer Tools.
- (g) "**Program Submission**" means the Participant's demonstrations of its integration programs to the Coupa certification board for the purpose of obtaining certification from Coupa.

2. COUPA RESPONSIBILITIES

- (a) **Program Membership.** Subject to the terms and conditions of this Agreement, Participant may receive a designation of its participation in this Agreement on a Coupa website. Participant shall participate in program activities that are designated and communicated by Coupa during the term of the Agreement. Participant grants Coupa the use of its name and logo for the purpose of listing Participant as a participant of the Coupa App Marketplace Program on a Coupa website and in Coupa marketing information. Upon Coupa's request, Participant shall promptly provide Coupa with the artwork of Participant's name and/or logo in the form and on the media specified by Coupa. Participant will acknowledge, in an appropriate position on the Participant's website, Participant's membership in the Coupa App Marketplace Program. Use of the other party's name or logo shall not create any right, title or interest in or to the same; all such use and goodwill associated with such name and logo will inure to the benefit of the respective owner of such name or logo. Each party agrees to comply with reasonable use instructions provided by the other from time to time in connection with such usage.
- (b) **Program Content.** The decision whether or not to include an entity or company into the Coupa App Marketplace Program and/or provide access to the Program Content rests solely with Coupa. Upon Participant assenting to this Agreement by clicking to accept this Agreement, and further subject to Coupa's approval of Participant for inclusion in the Coupa App Marketplace Program in Coupa's sole discretion, Coupa will provide Participant with the Program Content. Coupa grants Participant a revocable, non-transferable, non-exclusive, non-sublicensable, and limited license to use the Program Content during the term of this Agreement solely in connection with the Coupa App Marketplace Program. Participant may not resell the Program Content, or copy the Program Content except for its internal use, without Coupa's express prior written consent. If there are license terms

accompanying specific Program Content, such license terms shall apply and to the extent there is any conflict with the terms herein, such accompanying license terms shall control.

- (c) *Program Changes.* Coupa reserves the right, in its sole discretion, to make changes to the requirements and/or benefits under the Coupa App Marketplace Program, or to discontinue the Coupa App Marketplace Program. Participant will review the Coupa App Marketplace Program website, if any, on a regular basis for the latest benefits and requirements of the program.

3. PARTICIPANT'S RESPONSIBILITIES; USE RESTRICTIONS.

Participant is responsible for all activities that occur in its Coupa App Marketplace account and its use of the Program Content. Participant shall not engage in any activity or create any content that: (a) misappropriates or infringes the intellectual property or other rights of any person or entity; (b) interferes with the operation of the Program Content; (c) violates anyone's privacy or publicity rights; (d) breaches any duty of confidentiality or nondisclosure or any use restriction owed to Coupa; (e) provides any non-public information about Coupa or any other company or person without authorization; (f) contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or (g) contains false or deceptive language, unsubstantiated or comparative claims regarding Coupa's or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

- 4. **TRADEMARK CROSS-LICENSE.** Each party hereby grants a nonexclusive, nontransferable, non-sublicensable, royalty-free license to use its name and associated logos (collectively, "**Marks**") to the other party solely in connection with promoting the parties' relationship hereunder. Any use of Marks shall 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, although no such withdrawal shall require the recall of any previously published or distributed materials. 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.

5. CONFIDENTIALITY.

- (a) "**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, this Coupa App Marketplace Program, the Program Content, 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. Notwithstanding anything to the contrary, the Receiving Party may use Residuals (defined below) of any Confidential Information that may be shared pursuant to this Agreement for any purpose, including, without limitation, use in development, manufacture, promotion, sale and maintenance of the Receiving Party's products and

services. The term "**Residuals**" as used herein means any information retained in the unaided memories of the Receiving Party who has had access to the Disclosing Party's Confidential Information pursuant to the terms of this Agreement.

- (b) 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).
- (c) 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.
- (d) 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.
- (e) Each Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing internally, or receiving information from other parties, that is similar to or competitive with the Disclosing Party's Confidential Information. Nothing in this Agreement will prohibit the Receiving Party from developing, manufacturing, marketing, selling, servicing or supporting for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Disclosing Party's Confidential Information, provided that the Receiving Party does not use any of the Disclosing Party's Confidential Information in connection with such activities. Neither party shall have any obligation to limit or restrict the assignment of its respective employees or contractors as a result of such party having had access to Confidential Information of the other party.

6. OWNERSHIP.

- (a) *Coupa's Intellectual Property.* As between Coupa and Participant, Coupa owns and shall continue to own all rights, title and interest in and to the Program Content and any and all other Coupa technology, content, documentation and materials provided by or on behalf of Coupa hereunder, including all intellectual property rights therein. As between Coupa and Participant, Coupa shall own all right, title and interest in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Participant or any other party relating to the Program Content. This Agreement is not a sale and does not convey to Participant any rights of ownership in or related to the Program Content. Other than the limited license rights granted in this Agreement, nothing in this Agreement will be construed to grant to Participant any rights to the Program Content.
- (b) *Participant's Intellectual Property.* As between Coupa and Participant, Participant exclusively owns all rights, title and interest in and to Program Submission. Program Submission is deemed Confidential Information under this Agreement. Participant grants to Coupa the right to use Program Submission within the scope of this Agreement.

7. TERM AND TERMINATION.

- (a) *Term.* The term of this Agreement will begin on the date Participant clicks to accept this Agreement and will continue until terminated in accordance with this section. Either party may terminate this Agreement upon ten (10) days' advance written notice to the other party if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within the ten (10) day notice period. Either party may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice to the

other party. Additionally, Coupa may terminate this Agreement immediately upon notice in the event this Coupa App Marketplace Program is discontinued.

- (b) *Termination.* Upon any termination of this Agreement, Participant's authorization rights including all of Coupa's obligations hereunder will cease and Coupa shall terminate Participant's access to the Program Content. Any confidentiality and protection of intellectual property rights obligations, and the Warranty Disclaimer; Limitation of Liability section, shall survive termination of this Agreement.
- (c) *Customer Transition.* If this Agreement is terminated by either party, the parties will use commercially reasonable efforts to develop a mutually agreeable transition plan, as needed, to manage the ongoing future delivery of each party's products and services to its mutual customers that were using the Program Submission prior to the effective date of termination. Without limiting the foregoing, at Coupa's option, Participant will continue to support and make available the Program Submission (at the same levels and quality as prior to termination) to such customers in accordance with the Agreement for the duration of the term of the applicable customer's agreement with Coupa, up to a maximum of 12 months.

8. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

THE PROGRAM CONTENT IS PROVIDED UNDER THIS AGREEMENT 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR WARRANTIES THAT THE PROGRAM CONTENT IS FREE OF DEFECTS. PARTICIPANT BEARS THE ENTIRE RISK IN CONNECTION WITH ITS USE OF THE PROGRAM CONTENT UNDER THIS AGREEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE PROGRAM CONTENT IS AUTHORIZED HEREUNDER EXCEPT SUBJECT TO THIS DISCLAIMER.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL, AGGREGATE LIABILITY TO THE OTHER EXCEED THE GREATER OF: (A) FIVE THOUSAND UNITED STATES DOLLARS (USD \$5,000); OR (B) THE PROGRAM FEES (IF ANY) PAID BY PARTICIPANT UNDER THIS AGREEMENT FOR THE ONE YEAR PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO A PARTY'S BREACH OF ITS CONFIDENTIALITY AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS OBLIGATIONS HEREUNDER, OR TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FRAUD OR FRAUDULENT MISREPRESENTATION.

9. GENERAL.

- (a) The relationship created by this Agreement is one of independent contractors, and not partners or joint ventures. This Agreement is not exclusive. Nothing in this Agreement will prevent the parties from entering to the same or similar relationships with any other parties.
- (b) Coupa may assign this Agreement, and its rights and obligations hereunder, in its sole discretion. Participant may not assign this Agreement, including by way of merger, regardless of whether Participant is the surviving entity or acquisition, without Coupa's prior written consent.
- (c) This Agreement, including any web pages referenced herein and made a part hereof, constitutes the complete and exclusive agreement between Coupa and Participant with respect to its subject matter, and supersedes all prior oral or written understandings, communications or agreements.
- (d) This Agreement may not be modified except in a writing duly signed by an authorized officer of Coupa and Participant.
- (e) A waiver of any breach of this Agreement will not waive subsequent defaults of the same or a different kind by the breaching party.

- (f) If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provision hereof.
- (g) Each party shall comply with all applicable laws and governmental regulations, including the export laws and regulations of the United States and other applicable jurisdictions, in providing and using the Program Content and otherwise performing under this Agreement. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Participant shall not permit users to access or use the Program Content in violation of any U.S. export embargo, prohibition or restriction.
- (h) 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.
- (i) **Notice.** Except as provided elsewhere in this Agreement, either party may give notice by written communication sent by next-day mail delivered by a nationally recognized delivery service: (i) if to Participant, to Participant's address on record according to Coupa's internal records; or (ii) if to Coupa, to 950 Tower Lane, 20th Floor, Foster City, CA 94404, addressed to the attention of: Legal Department, with an email copy to legalnotices@coupa.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing.
- (j) Each party will exercise commercially reasonable efforts: (i) not to disclose any unnecessary or sensitive Personal Data (as defined under Applicable Privacy Legislation) to the other party; and (ii) to restrict access to the other party's Personal Data disclosed hereunder on a need-to-know basis, but if a party is given access to the other party's or a third party's Personal Data, the receiving party will protect such Personal Data using a reasonable standard of care and provide sufficient safeguards as required under Applicable Privacy Legislation. If Personal Data is processed in the context of this Agreement, Coupa and Participant shall comply with the applicable legislation regarding the protection of personal data ("**Applicable Privacy Legislation**") including the General Data Protection Regulation ("**GDPR**"). In particular, each party undertakes and confirms that any transfer of Personal Data from any of its group members to another member of its group or to a member of the other party's group, as applicable, will comply with all Applicable Privacy Legislation.