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This Coupa Sourcing Advantage Product Schedule (“**Schedule**”) by the Coupa customer signing the applicable Order Form for the Coupa Sourcing Advantage Event (“**Customer**”) contains a summary of certain minimum requirements for a potential joint sourcing event (each such event a “**Coupa Sourcing Advantage Event**” as further defined below). “**Coupa**” means Coupa Software Inc. and “**Coupa Sourcing Advantage Event**” means a joint sourcing event hosted and/or managed by Coupa in which two or more Customers jointly source certain products or services from suppliers.

1. Customer must hold a valid subscription to the Coupa platform with Coupa subject to the terms of the master subscription agreement in place between Customer and Coupa (“**MSA**”). Customer may act on behalf of itself and/or its Affiliates. “**Affiliate**” shall have the meaning as set forth in the MSA.
2. The purpose of this Schedule is (i) to confirm the sourcing needs of Customer and (ii) to allow Coupa to take necessary actions and disclose relevant information to other Participants in order to prepare a Coupa Sourcing Advantage Event. This Schedule does not set forth all of the terms upon which agreement must be reached in order for Coupa to conduct a Coupa Sourcing Advantage Event.
3. For the avoidance of doubt, this Schedule does not constitute a binding obligation on Customer to participate in any Coupa Sourcing Advantage Event nor is Coupa obliged to conduct any such Coupa Sourcing Advantage Event based solely on this Schedule. CUSTOMER IS NOT GUARANTEED OF ANY RESULTS BY VIRTUE OF PARTICIPATING IN THE COUPA SOURCING ADVANTAGE EVENT, COUPA EXPRESSLY DISCLAIMS ANY AND ALL GUARANTEES OF RESULTS.
4. Customer acknowledges and agrees that Coupa may share certain information, including without limitation Customer’s name, with other Coupa customers who are looking to participate in a Coupa Sourcing Advantage Event (each a “**Participant**”). In no event shall Coupa disclose Customer’s target pricing and/or target quantities with other Participants. Notwithstanding, Coupa will use Customer’s target pricing and target quantities to create an estimated aggregated spend volume and may share such aggregated information with all Participants.
5. Coupa may elect to use one or more partners to perform some of its obligations related to the Coupa Sourcing Advantage Event. Customer acknowledges and agrees that Coupa may share Customer’s quantities, target pricing and any other information reasonably requested with such partner(s).
6. In addition, Coupa may share certain Customer information, including without limitation Customer’s name and target quantities, with suppliers.
7. Information that is provided by or on behalf of Customer to Coupa in connection with a Coupa Sourcing Advantage Event may be shared by Coupa with other parties only for the purposes of preparing and/or conducting one or more Coupa Sourcing Advantage Event(s), or as otherwise agreed in writing by Customer, and/or as required by applicable law.
8. Customer herewith submits this Schedule to participate in a Coupa Sourcing Advantage Event and confirms its consent for Coupa to disclose Customer information as described above for the sole purpose of preparing and/or conducting one or more Coupa Sourcing Advantage Event(s). Apart from the foregoing disclosures, Coupa will keep Customer information and this Schedule confidential in accordance with the terms of the MSA.
9. This Schedule is deemed part of the Order Form for the Coupa Sourcing Advantage Event and Customer’s (or its Affiliate’s) acceptance of such Order Form constitutes agreement to the terms and conditions of this Schedule. This Schedule may be updated from time to time by Coupa; provided, however, for each Order Form for the Coupa Sourcing Advantage Event, terms effective as of execution of the Order Form shall apply for the duration of that Coupa Sourcing Advantage Event.

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