

COUPA OPEN BUSINESS NETWORK

TERMS OF USE

Last Updated: November 30, 2016

Welcome to the Coupa Open Business Network. These Terms of Use govern your (“You” or “Your”) participation in the Coupa Open Business Network (the “Network”) which is maintained and operated by Coupa Software, Inc., including its subsidiaries and affiliates (“Coupa”).

1. Coupa offers to its customers (“Customers”) online procurement, invoicing, data analysis, and other services and associated content, 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 products, including those offered via electronic mail, or offline products and services provided by Coupa to its Customers (“Service”). You wish to be listed in the Network as a potential or current supplier to Customers that use the Service. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU ARE SUBJECT TO, BOUND BY, AND WILL COMPLY WITH THESE TERMS OF USE. BY USING THE SERVICE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE. To the extent a Customer is using Coupa’s e-invoicing product (or similar successor name), You authorize Coupa to (a) create invoices on Your behalf based on invoice data provided by You and (b) send such invoices to the Customer. Subsequently, You explicitly agree to refrain from creating and sending Your own invoices for these transactions outside of the Coupa platform or to attach any invoice images to the Coupa transaction.
2. Coupa reserves the right, at its sole discretion, to change these Terms of Use, at any time. The revised version will be effective at the time Coupa posts it. It is Your responsibility to check these Terms of Use periodically for changes. Your continued participation in the Network and use of the Service following the posting of changes will mean that You accept and agree to the changes. Coupa last amended these Terms of Use on the date stated above. However, if the revised version includes a material change, it will be effective 30 days after the material changes are initially posted. Coupa will make all reasonable endeavors to notify You of such material changes through the Service prior to the expiration of such 30-day period. As long as You comply with these Terms of Use, Coupa grants You a personal, non-exclusive, non-transferable, limited privilege to be a member of the Network and use the Service. COUPA RESERVES THE RIGHT TO IMMEDIATELY REMOVE YOU FROM THE NETWORK AND TERMINATE YOUR USE OF THE SERVICE IN ITS SOLE REASONABLE DISCRETION UPON NOTICE TO YOU (EMAIL ACCEPTABLE).
3. You represent and warrant the following: (i) You will comply with all laws and regulations that apply to Your participation in the Network and Service; (ii) You possess all right, power, and authority to enter into these Terms of Use; and (iii) Information that You provide to Coupa or upload to the Service will be accurate and that you are responsible for the accuracy of your Information.
4. Each party shall continue to own all right, title, and interest in its intellectual property and materials associated with these Terms of Use. Additionally, neither party provides any license to its intellectual property or materials except as set forth herein. You grant to Coupa a limited, personal, non-sublicensable, non-exclusive license to use your Information and associated intellectual property necessary for Coupa to include You in the Network and to provide information on or about Your products and services as part of the Service.
5. You shall not submit, upload, email, post or transmit to, or distribute or otherwise publish through the Service any material which: (i) disrupts the normal flow of dialogue and/or exchange within the Service, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using and enjoying the Service; (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, hateful, sexually explicit, or indecent; (iii) constitutes or encourages conduct that would constitute a criminal offense, potentially give rise to civil liability, or otherwise violate the local, state, or national laws of any country; (iv) violates, plagiarizes, or infringes the rights of third parties; (v) contains a virus, worm, Trojan horse, or other harmful component; (vi) contains solicitations or advertisements of any kind; (vii) constitutes or contains false or misleading indication of origin or statement of fact; or (viii) contains chain letters or pyramid schemes.

6. The Service contains information about Coupa, its Customers, and other third parties. While this information was believed to be accurate as of the date prepared, Coupa disclaims any liability arising from its accuracy and any duty or obligation to update this information or any other content.
7. Coupa makes no warranty, express or implied, with respect to the content, information, or services provided through, or in conjunction with, the Service. Coupa makes no guarantee of the accuracy, correctness or completeness of any information in the Service, and shall not be responsible for: (i) any errors of omission arising from the use of such information; (ii) any failures, delays or interruptions in the delivery of any content or service provided by the Service; and (iii) any defamatory, libelous or unlawful material provided by the Service, including resumes, emails, profiles, opinions, advice, statements, memorandums or discussion board postings, or materials related to users' use of the Service. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at Your sole risk. Coupa has the right, but not the obligation, to correct any errors or omissions in any portion of the Service.
8. Coupa is not involved in nor is it a party to any transaction between any parties who use the Service. The Service is a venue only and Coupa does not screen, censor, or otherwise control the information provided by its Customers, its suppliers in the Network, or their behavior. Coupa cannot control whether or not its Customers will complete the transactions they request in the Service. You agree and acknowledge that Coupa has no control over its Customer's decision to conduct a transaction with You through the Service. Accordingly, You shall defend, indemnify and hold Coupa harmless against any expense, liability, loss, damage or costs (including reasonable attorneys' fees), each to the extent payable to a third party, incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Coupa by a third party arising from or relating to a dispute between You and Your customers arising from Your use of the Service to exchange information or conduct business with such customer. Your indemnity obligations are subject to the following: (i) Coupa shall promptly notify You of any Claims; (ii) You shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that You may not settle any Claim that requires Coupa to admit any civil or criminal liability or incur any financial obligation without Coupa's consent, which consent shall not be unreasonably withheld); and (iii) Coupa shall cooperate fully to the extent necessary at Your cost in such defense and settlement.
9. YOU AGREE THAT YOUR USE OF THE SERVICE AND PARTICIPATION IN THE NETWORK ARE AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL COUPA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COUPA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY ADDITIONAL DISCLAIMERS APPEARING WITHIN THE SERVICE ARE INCORPORATED HEREIN BY REFERENCE.
10. In issuing certain electronic invoices to Customers ("e-invoicing"), the following terms apply:
 - a. The Network currently provides tax invoicing functionality allowing Coupa to issue invoices on Your behalf to facilitate the legal evidence that may be needed to be made available to tax auditors or inspectors in certain countries to demonstrate the identity of the issuer of the invoice and the fact that no changes have been made to the invoice subsequent to its issuance and transmission. Coupa makes no representation as to whether the functionality satisfies the applicable legal requirements regarding VAT or other such indirect tax, and hereby advises You to consult with Your tax adviser on such issues.
 - b. Coupa and/or its third party provider (collectively, "E-invoicing Provider") will electronically process, sign and/or issue invoices, based on the data you provide via a supported technical method offered by Coupa. You authorize E-invoicing Provider to perform the aforementioned functions in accordance with these terms. You also authorize Coupa to transmit electronic invoices to Your Customers. All authorizations stated herein are provided for purposes of issuing an invoice on the Network on Your behalf and they do not create any contractual relationships between You and Coupa subcontractors other than for that specific purpose and as explicitly stated below. It is Your responsibility to determine whether the invoice issued by an E-Invoicing Provider constitutes a legally compliant invoice for Your organizational purposes in a specific jurisdiction.

- c. For those countries supported by Coupa, You hereby authorize Coupa or its designated subcontractor, which is currently TrustWeaver AB, to receive Your invoice data not yet constituting an original invoice and subsequently apply an electronic signature to the invoice data to issue electronic invoices “in the name and on behalf of” You. You acknowledge and agree (i) that such party will apply such electronic signatures with private keys corresponding to certificates issued by third party certification service providers, (ii) to the procedures for e-invoice issuance as described in this authorization and (iii) that Your e-invoices may include language specifying this outsourced e-invoice issuance relationship.
 - d. You acknowledge and agree that You remain fully responsible towards competent tax authorities for the invoice and its VAT and other tax implications. Among other things, You remain fully responsible for, where relevant, reporting and paying VAT and other applicable taxes as though the invoice were issued directly by You. You remain fully responsible for the invoice data submitted being compliant with applicable law as to its form and content, complete, accurate, in the form as requested by Coupa and not corrupted by Your systems. You shall not submit such invoice data that under applicable law may not be used by a third party for issuing invoices “in the name and on behalf of” suppliers.
 - e. You hereby acknowledge and agree: (i) that issuance of invoices under this authorization is not “self-billing” (the issue of the invoice by the Customer in name and on behalf of You), and therefore is not subject to applicable legal requirements for self-billing, (ii) to present the activities performed under these Terms of Use to tax authorities as straight invoicing from You to the Customer, whereby issuance of the invoice is outsourced to the E-invoicing Provider.
 - f. In accordance with applicable law, the invoices sent by the E-invoicing Provider “in the name and on behalf of” You need not be validated as to accuracy or completeness. You may dispute the accuracy of the e-invoice for a period of one month from the date of transmission.
 - g. You acknowledge that You are solely responsible for the legal archiving of all invoices created by Coupa on Your behalf. Such invoices will be available to You for download via the Coupa Supplier Portal for a period of 60 days after the invoice creation date.
11. If You are principally domiciled in the United States, these Terms of Use shall be governed by the laws of the State of California 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 the Network or Service (“Dispute”) shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California (and the parties hereby consent to jurisdiction and venue in the U.S. federal courts located in the Northern District of California). Any 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. However, if you are principally domiciled outside the United States, these Terms of Use shall be governed by the laws of England and Wales and any Dispute shall be subject to the exclusive jurisdiction of the courts located in London, England (and the parties hereby consent to jurisdiction and venue in such location).
12. Notices under these Terms of Use shall be sufficient only if in writing and transmitted via email or personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to Coupa Software, Inc., 1855 S. Grant St., San Mateo, CA 94402, legalnotices@coupa.com. Attention: Legal Notices.
13. Unless there is a separate written contract between You and Coupa related to the Network and Service, these Terms of Use and our Privacy Policy contain the entire agreement between You and Coupa with respect to the Service. In the event of a conflict between such a separate written contract and these Terms of Use, the separate written contract shall govern. The separate written contract and/or these Terms of Use supersede all prior or

contemporaneous communications and proposals, whether electronic, oral or written, between You and Coupa with respect to the Service. Any rights not expressly granted herein are reserved.