

**SAP CONCUR CONSULTING SERVICES for TMC SERVICES SUPPLEMENTAL TERMS AND CONDITIONS
("CONSULTING SUPPLEMENT") to the GENERAL TERMS AND CONDITIONS**

Concur and Customer have agreed that Concur will provide to Customer certain Consulting Services in connection with Customer's subscription to one or more Concur TMC Services. These supplemental terms and conditions ("**Consulting Supplement**") to the General Terms and Conditions for SAP Cloud Services ("**GTC**") apply solely to Consulting Services for TMC Services and not to any other SAP product or service. In case of conflict the terms of the Scope Document shall prevail over any Service Description.

1. DEFINITIONS

- 1.1. "**Confidential Information**" means, with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, and/or (iii) Customer financial information, and with respect to Concur: (i) the Professional Services, documentation, Concur materials and Work Product and Deliverables, and (ii) information regarding Concur research and development, product or services offerings, pricing and availability.

Confidential Information of either Concur or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

- 1.2. "**Consultants**" means employees and third party contractors which Concur utilizes to provide Consulting Services to Customer.
- 1.3. "**Consulting Services**" means Consulting Services as defined in the product Supplement for Concur TMC Services in conjunction with the applicable Service Descriptions and/or Scope Documents.
- 1.4. "**Deliverables**" means those specific Work Products which are explicitly identified as a "Deliverable" (if any) under an Order Form.
- 1.5. "**Intellectual Property Rights**" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.6. "**Ordering Documentation**" means the documentation reflecting the agreement between Customer and Concur for the performance of Consulting Services which may be in the form of an Order Form, or as otherwise described in the Exhibit A attached and incorporated by this reference into this Consulting Supplement.
- 1.7. "**Routine**" has the meaning set forth in the product Supplement for SAP Concur TMC Services.
- 1.8. "**Scope Document**" means the document or scope information that is provided with and becomes part of an Order Form or other Ordering Documentation and which defines the Consulting Services to be provided.
- 1.9. "**Service Description**" means descriptions of different types of Consulting Services set forth in the attached Exhibit A.
- 1.10. "**Taxes**" means federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Customer's account.
- 1.11. "**TMC Services**" has the meaning set forth in the product Supplement for SAP Concur TMC Services.
- 1.12. "**Work Product**" means any work product or tangible results produced by or with Concur, including works created for or in cooperation with Customer.

2. PROVISION OF SERVICES

- 2.1. Personnel.

Concur will, at its sole discretion (i) select the Consultants to be deployed to deliver Consulting Services; and (ii) reserves the right to replace any Consultant at any time with a Consultant having equivalent skills.

2.2. Replacement.

If at any time Customer or Concur is dissatisfied with the material performance of a Consultant or a Customer project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which also, in the case of Concur, shall be subject to staffing availability).

2.3. Delays.

If any Consulting Service, in whole or in part, cannot be provided by Concur due to a Customer issue and Customer fails to provide Concur with reasonable advance notice, the time spent by Concur resources on such Consulting Service will be charged to Customer.

2.4. Rights.

Customer shall ensure to have all necessary license rights including third party license rights required to allow Concur to perform the Professional Services.

3. COMPENSATION OF SAP CONCUR

3.1. Concur will provide an invoice specifying the fees for each of the Consulting Services in accordance with the terms of this Consulting Supplement and the Ordering Documentation. Payment is due thirty (30) days after the invoice is issued. Concur reserves the right to apply late payment interest in accordance with applicable law. After written notice, Concur may suspend the provision of Consulting Services until payment is made.

3.2. Fees and other charges described in the Agreement do not include Taxes. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Concur prior to the execution of the Agreement. If Concur is required to pay Taxes, Customer shall reimburse Concur for such amounts. Customer hereby agrees to indemnify Concur for any Taxes and related costs (including those related to the long-term assignment of Consultants), interest and penalties paid or payable by Concur. This Section shall not apply to taxes based on Concur's income.

4. TERM AND TERMINATION

4.1. Term.

Each Consulting Service shall be effective as of the Effective Date set forth in an applicable Order Form and shall remain in effect until end of term or completion of the Consulting Services or terminated earlier by either party in accordance with the applicable GTC.

4.2. Termination for Convenience.

Consulting Services (excluding fixed-price Consulting Services) may be terminated by either party upon thirty (30) days' prior written notice, except as otherwise set forth in an Order Form.

4.3. Effect of Termination.

Customer shall be liable for payment of all costs, fees and expenses up to the effective date of termination for (i) any completed, partially completed or scheduled Consulting Services from any phase or milestone (ii) any reasonable committed costs or expenses; (iii) any nonrefundable travel costs including visa costs and related expenses. All Confidential Information (excluding Consulting Services Deliverables) of the other party shall upon request of the other party be returned to the Disclosing Party or destroyed with certification of such destruction from an authorized individual.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All title to and rights in the Consulting Services, Deliverables and Work Products, and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Professional Services and/or Deliverables (whether or not developed for Customer), shall be the sole and exclusively property of Concur and SAP SE. Customer agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure Concur's or SAP SE's title over such rights.

5.2. Once all amounts due for Consulting Services are paid in full and all claims have been satisfied, Customer is granted a non-exclusive, non-transferable license for the duration of Customer's subscription to the applicable Cloud Service, so long as Customer complies with the terms of the Agreement to use any Deliverables and Work Products provided to it by Concur in order to run Customer's and its Affiliates'

internal business operations, and otherwise to the same extent as Customer is granted a license to use the applicable Cloud Service, Documentation and Concur Confidential Information pursuant to the Agreement.

6. FEEDBACK

The Feedback clause set forth in the product Supplement for Concur TMC Services applies to Consulting Services.

7. CONSULTING SERVICES WARRANTY

7.1. Good industry practices.

Concur warrants that

- a) its Consulting Services will be performed in a professional workman-like manner by Consultants with the skills reasonably required for the Services; and
- b) for ninety (90) days following provision of Consulting Services, the Deliverables will materially conform with the applicable specifications for that Deliverable. For clarity, the warranty period for Deliverables (if any) pertaining to the subscription-based Cloud Services will in no event exceed the termination date of the applicable Cloud Services.

Concur does not warrant error-free or uninterrupted operation of any Consulting Service or Deliverable or that Concur will correct all non-conformities.

7.2. Notification.

Customer shall notify Concur within ninety (90) days of provision of the Consulting Services or Deliverable in writing of the alleged warranty breach and provide Concur with a precise description of the problem and all relevant information reasonably necessary for Concur in order to rectify such warranty breach.

7.3. Remedy.

Provided Customer has notified Concur in accordance with section 7.2 of a warranty breach and Concur validates the existence of such warranty breach, Concur will, at its option:

- a) re-perform the applicable Consulting Services or Deliverable;
- b) refund the fee paid for the specific non-conforming Consulting Service or Deliverable.

This is Customer's sole and exclusive remedy for a warranty breach.

7.4. Exclusions.

This warranty shall not apply

- a) if a Deliverable is not used in accordance with any applicable documentation provided or
- b) if the alleged warranty breach is caused by a modification to the Deliverable, Customer, or third-party software.

7.5. Disclaimer.

Concur and its licensors disclaim all warranties express or implied or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

8. LIMITATION OF LIABILITY, LIABILITY CAP FOR CONSULTING SERVICES

Consulting Services shall be subject to the limitation of liability provision as set forth in the GTC, except that the following shall replace and supersede the section with respect to the liability cap as set forth in the GTC: For any Consulting Services provided under the Agreement, under no circumstances and regardless of the nature of any claim shall the maximum aggregate liability of either party (or their respective Affiliates or Concur's subcontractors) to the other or any other person or entity under or in connection with the Agreement, exceed the total fees paid for the applicable Consulting Service under the relevant Order Form or in accordance with this Consulting Supplement.

EXHIBIT A

SERVICE DESCRIPTIONS, ORDERING, FEES & BILLING FOR CONSULTING SERVICES

1. SERVICE DESCRIPTIONS

Consulting Services consist of either Configuration and Development or Service Support, as further described below.

- 1.1. **“Configuration and Development”** means (a) Consulting Services that pertain to custom configuration of a TMC Service beyond the basic deployment included in the Initial Set Up Fee, and (b) development of Routines for the Complete Service Type.
- 1.2. **“Service Support”** means Concur response to any support request in the CRM Tool (defined below) for a TMC Service that is not an Incident covered by technical support included with a Cloud Service in accordance with the product Supplement for SAP Concur TMC Services. Service Support includes, without limitation, issues regarding user access, general troubleshooting questions, and production issues pertaining to Routines.

2. REQUEST AUTHORIZATIONS

Each party will identify a representative who will be the first level of screening to determine whether the Consulting Services requested by Customer as indicated below in Sections 3 and 4 below are appropriate, or whether they should be escalated within their respective organizations. The representatives may also involve others within their respective organizations in reviewing the Consulting Services request, as appropriate.

3. CONFIGURATION AND DEVELOPMENT

3.1. Ordering.

- a) Customer shall request Configuration and Development by opening a task in Concur’s tool for booking Consulting Services made available to Customer (the **“CRM Tool”**). Customer shall describe the task or project in the CRM Tool and provide detailed requirements. This information will constitute the Scope Document unless the task is later documented in an Order Form.
- b) Concur may require any Customer request for Configuration and Development to be documented on an Order Form executed by Customer that sets forth a project description, Scope Document, fees, and billing terms.
- c) If an Order Form is not required by Concur, the following process will apply:
 - i. Concur shall review Customer’s request and if Concur agrees to perform the Consulting Services, Concur shall use the CRM Tool to present Customer with a quote for the total number of Consultant hours that will be billed by Concur for the task requested.
 - ii. Customer shall do one of the following through the CRM Tool:
 - Accept the quote;
 - Reject the quote and resubmit the task in the CRM Tool with a new description and set of requirements (beginning the process over); or
 - Elect not to engage Concur for the task.
 - iii. Consulting Services for Configuration and Development are deemed to be ordered once Customer accepts a quote through the CRM Tool.
- d) Either party can request changes to the Consulting Services, which shall be documented through the CRM Tool, or as an amendment or other change request document provided by Concur if the project is documented in an Order Form.
- e) Customer may purchase a block of Consulting Services hours for Configuration and Development through an Order Form provided by Concur that sets forth the terms and conditions for such purchase, including the total hours purchased, the total fee and billing terms, any restrictions or requirements for consuming the hours, and the process for ordering Consulting Services that are deducted from the block of hours.

3.2. Fees and Billing.

- a) Except as otherwise provided in an Order Form, all Consulting Services for Configuration and Development are performed on a fixed-fee basis.
- b) If the Consulting Services are documented in an Order Form, the Consulting Services will be provided for the fees set forth in the Order Form and such fees will be billed in accordance with terms of the Order Form.
- c) If the Consulting Services are agreed solely through the CRM Tool as described in Section 2.1(c) above:
 - i. The fee for the Consulting Services is calculated by multiplying the number of hours quoted by Concur and accepted by Customer by the Consulting Services hourly rate in effect for Customer at the time the hours were performed. The number of hours billed will be the number of hours quoted and accepted, even if the actual number of hours performed to complete the requested Consulting Services was greater or less than the hours quoted by Concur.
 - ii. The total fee for the Consulting Services will be billed by Concur following completion of the Consulting Services, even if the Consulting Services are performed across more than one Billing Cycle.

4. SERVICE SUPPORT

4.1. Ordering. Customer shall request Service Support by opening a support task in the CRM Tool. Consulting Services for Service Support are deemed to be ordered once requested through the CRM Tool.

4.2. Fees and Billing.

- a) All Consulting Services for Service Support are performed on a time-and-materials basis.
- b) The fees for Consulting Services for Service Support are calculated by multiplying the actual number of hours performed by Concur in a given month by the Consulting Services hourly rate in effect for Customer for such month.
- c) Concur is entitled to invoice Customer for all fees for Service Support incurred each month. The fees for Service Support will be invoiced for payment in arrears for the preceding month.