**SAP Concur Service Partner Program**

**SAP Concur Implementation Partner Specific Terms and Conditions**

1. **PURPOSE**

   The purpose of this Service Partner Model is to establish the terms and conditions under which Service Partner is authorized to manage and perform implementation of the SAP Concur Service (as defined herein), directly or indirectly through its Affiliates, under contracts between Service Partner or its Affiliates and mutual customers.

2. **DEFINITIONS**

   Any terms not defined in this Service Partner Model will have the meaning ascribed to them in other parts of the Agreement (as defined in the Master Service Partner Agreement).

   "**Authorized Implementation Scope**" has the meaning set forth in Section 5.5 below.

   "**Customer**" means an entity that has entered into an SAP Concur Customer Agreement, and includes all of the entities and individuals associated with such entity who are authorized to use the SAP Concur Service under such SAP Concur Customer Agreement.

   "**Implementation Services**" means the consulting services for configuration of the SAP Concur Service which (a) are managed and performed by Service Partner or its Affiliate under a written agreement between Service Partner or its Affiliate and a given Customer, (b) are limited to the Authorized Implementation Scope, and (c) conform to the applicable descriptions in the Program Policies.

   "**Partner User**" means an individual employee of Service Partner or its Affiliate for whom SAP Concur has provisioned an account with user identification and password to Service Partner.

   "**Program Requirements**" means that the Service Partner has to fulfill certain minimum program entry requirements as well as ongoing program requirements, as may be established or updated by SAP Concur from time to time, some of which are general Service Partner Program requirements, some which are specific for this Service Partner Model, and some of which are specific for the different Partner Levels (including, without limitation, payment of the Program Fee for the applicable Partner Level), meet certain minimum business performance requirements, uphold personnel certifications for implementation of at least one SAP Concur Service, and meet other requirements as set out in detail in the Program Policies for this Service Partner Model.

   "**Project Fees**" has the meaning set forth in Section 3.3 below.

   "**SAP Concur Customer Agreement**" means a subscription agreement between a Customer domiciled in a Service Partner Market and SAP Concur or an SAP Concur Affiliate, or a distribution partner authorized by SAP Concur, for access to and use of SAP Concur cloud services, including an SAP Concur Service.

   "**SAP Concur Implementation Tools**" means all written guides, SAP Concur Service documentation, and other tools made available to Service Partner under this Service Partner Model that facilitate configuration of the SAP Concur Service. The SAP Concur Implementation Tools are part of the SAP Concur Property.

   "**SAP Concur Service**" means (a) the primary SAP Concur on-demand expense management business service presently known as Concur Expense, (b) the primary SAP Concur on-demand invoice management business service presently known as Concur Invoice, and (c) any additional SAP Concur services brought under this Service Partner Model by SAP Concur and for which Service Partner has received training and personnel certification from SAP Concur to perform Implementation Services for Customers in accordance with applicable Program Policies.

   "**Service Partner Market**" means those locations agreed between SAP Concur and Service Partner from time to time and documented in the Appendix as detailed in this CIP Schedule.

   "**Transition Customer**" has the meaning set forth in Section 8.2 below.

3. **ENGAGEMENT MODEL**

3.1. Upon Service Partner meeting the Program Requirements for the first time and subject to Service Partner's compliance with all Program Requirements at all times during the term of this Service Partner Model, SAP Concur hereby grants to Service Partner, and Service Partner hereby accepts from SAP Concur, a non-exclusive, non-transferable right during the term of this Service Partner Model to:

   a) directly or indirectly through those Affiliates detailed in the Appendix to this CIP Schedule, perform Implementation Services for Customers located in Service Partner Markets and to access and use the SAP Concur Implementation Tools for this purpose; and

   b) subject to the terms of the Agreement (including, without limitation, Section 3 of the Service Partner Program GTCs), directly or indirectly through its Affiliates, use the SAP Concur Program Logo(s) for this Service Partner

Model (i.e., the SAP Concur Implementation Partner logo(s)) provided or made available by SAP Concur to Service Partner), for the purpose of representing Service Partner and its Affiliates as SAP Concur Implementation Partners.

For purposes of clarification, if the Customer is located in a Service Partner Market, the Implementation Services may include any country in scope for the SAP Concur Service ordered and paid for by such Customer on behalf of itself and its affiliates.

3.2.     Service Partner and its Affiliates will be solely liable to Customers for the provision of Implementation Services and for its and their other services.

3.3.     Service Partner and its Affiliates are responsible for accurately representing the SAP Concur Service.

3.4.     Service Partner and its Affiliates are solely responsible for setting its and their own prices for Customers for the provision of Implementation Services and its and their other services.

## 4.     RESPONSIBILITIES OF SAP CONCUR

4.1.     SAP Concur will make available to Service Partner and its Affiliates, on a space-available basis:

a)   SAP Concur's regularly-scheduled Service Partner trainings for this Service Partner Model; and

b)   other resources as described in the Program Policies for this Service Partner Model for the applicable Partner Level.

4.2.     SAP Concur will make available to Service Partner the SAP Concur Implementation Tools.

4.3.     With Service Partner's consent, SAP Concur will add Service Partner's name and logo to webpages on SAP Concur websites under the service partners area with the SAP Concur Program Logo for this Service Partner Model (i.e., the SAP Concur Implementation Partner logo(s)). SAP Concur shall comply with Service Partner's usage guidelines and restrictions provided to SAP Concur with respect to the usage of Service Partner's name and logos.

## 5.     RESPONSIBILITIES OF SERVICE PARTNER

5.1.     Service Partner must:

a)   acquire and continue to uphold a comprehensive and fundamental knowledge of, and ensure that its personnel who perform any Implementation Services in connection with this Service Partner Model will at all times have, the proper skill, training, and background to implement in a competent and professional manner the SAP Concur Services;

b)   dedicate a coordinator for this Service Partner Model with an adequate support structure to act as the central focal point to coordinate activities with SAP Concur for this Service Partner Model and who is authorized to act on behalf of Service Partner within the scope of this Service Partner Model; and

c)   subject to confidentiality constraints, adhere to data reporting requirements as established by SAP Concur, including status information on Service Partner's and its Affiliates' Implementation Services projects for Customers.

5.2.     Service Partner Model Logo. At all times that Service Partner is in compliance with the Program Requirements, Service Partner shall indicate on its website that Service Partner is authorized by SAP Concur to perform Implementation Services and shall use the SAP Concur Program Logo(s) provided or made available in connection with this Service Partner Model for such purposes, subject to the terms and conditions of the Agreement (including, without limitation, Section 3 of the Service Partner Program GTCs).

5.3.     Access to SAP Concur Service and Customer Data. Service Partner's access to and use of any Customer instance of an SAP Concur Service or other SAP Concur cloud services (including any Customer Data therein) for Service Partner's delivery to a Customer of Implementation Services or other services, is authorized, if at all, directly by the applicable Customer and governed solely by the agreement between Service Partner and the Customer and not by the Agreement. Service Partner does not have a general authorization or license from SAP Concur under the Agreement to access or use SAP Concur products and services, including SAP Concur Service in providing either (a) the Implementation Services; or (b) any other services to a Customer.

5.4.     SAP Concur Login Credentials. As between SAP Concur and Service Partner, Service Partner is responsible for all activities that occur through login credentials provided to Service Partner and Partner Users from a Customer or based on Customer's request for the issuance of such credentials to Partner Users as its authorized users.

5.5.     Authorized Implementation Scope. Prior to Service Partner or its Affiliate entering into any contract with a Customer or potential Customer to implement the SAP Concur Service, Service Partner shall provide email notice to SAP Concur at sapconcurservicepartners@sap.com, or such other email address designated by SAP Concur from time to time to Service Partner. SAP Concur shall provide Service Partner with a list of the service types that may be offered by Service Partner or its Affiliates to the applicable Customer in connection with Service Partner's

Implementation Services ("**Authorized Implementation Scope**"). Service Partner or its Affiliate shall limit the scope of its implementation for the Customer to the **Authorized Implementation Scope**.

## 6. RESPONSIBILITIES OF THE PARTIES

6.1. To the extent reasonable under the circumstances, the parties will undertake the following cooperative activities:

   a) inform appropriate personnel in their respective organizations of the existence of this Service Partner Model;

   b) use reasonable efforts to collaborate with each other to carry out the intent of this Service Partner Model.

6.2. Separate Services. SAP Concur and Service Partner agree that the Implementation Services and the SAP Concur Service constitute two separate and independent services, respectively provided by each party directly to applicable Customers and not to each other. For clarity, SAP Concur does not provide any Implementation Service to the Customer, either directly as a prime contractor, or indirectly through Service Partner. All Implementation Services are provided by Service Partner only. SAP Concur is not a party to any contracts between Service Partner and its Customers and is not responsible for compliance to the terms and conditions of such Customer contracts. In performing its obligations under this Service Partner Model and performing its Implementation Services, Service Partner will not at any time be processing Customer Data on behalf of SAP Concur as a subcontractor to SAP Concur or otherwise.

## 7. TERM AND TERMINATION

7.1. Term. This Service Partner Model comes into effect as of the CIP Schedule Effective Date and, unless terminated earlier in accordance with the terms of this Service Partner Model or the Agreement, (a) remains in full force and effect until and including December 31 of the same year (i.e., the first Annual Period for this Service Partner Model), and (b) thereafter, its term is automatically extended for subsequent periods of one year (i.e., subsequent Annual Periods for this Service Partner Model).

7.2. Termination (non-renewal) for convenience. Either party may elect to not renew this Service Partner Model, effective as of the end of the then-current Annual Period, with ninety (90) days' prior written notice. For purposes of clarification, the termination rights set forth in this Service Partner Model are in addition to, and not in lieu of, termination rights set forth in the Service Partner Program GTCs.

7.3. Termination for non-compliance with Program Requirements. SAP Concur may terminate this Service Partner Model for cause with thirty days' prior written notice, if Service Partner at anytime during the term of this Service Partner Model does not comply with the Program Requirements.

7.4. Termination for non-payment. Notwithstanding anything to the contrary, SAP Concur may terminate this Service Partner Model for non-payment of the applicable Program Fee or other fees owing and due to SAP Concur, upon fifteen (15) days' prior written notice to Service Partner of such overdue, unpaid amounts.

## 8. EFFECT OF TERMINATION

8.1. Upon the effective date of termination of this Service Partner Model:

   a) Service Partner will immediately cease marketing or soliciting sales of Implementation Services;

   b) Service Partner and each of its Affiliates will immediately cease to represent itself as an SAP Concur Implementation Partner and remove all references to the same from its website, marketing materials, and other published documents; and

   c) SAP Concur will deactivate all Partner User accounts and any other access previously provided hereunder, except with respect to those Transition Customer accounts Service Partner has identified as necessary for the continued performance of the Implementation Services, as permitted in accordance with Section 8.2 below.

8.2. Transition Services. Upon and after the termination of this Service Partner Model for any reason, Service Partner will continue to provide (or ensure the applicable Affiliate continues to provide) the Implementation Services in accordance with the terms of the Agreement for each Customer with whom Service Partner or its Affiliate has contracted for Implementation Services prior to the effective date of termination, and who has not been successfully implemented on the SAP Concur Service as of such date (each, a "**Transition Customer**"), until the earlier of:

   a) Service Partner's notice to SAP Concur that the Transition Customer has terminated its contract with Service Partner for the Implementation Services;

   b) SAP Concur's notice to Service Partner that the applicable Customer has terminated its contract for the SAP Concur Service; or

   c) the date on which the Implementation Services have been successfully completed for the Customer pursuant to the Agreement.

Service Partner's obligation under the Service Partner Program GTCs to return or destroy Confidential Information shall not apply during such time as Service Partner is performing obligations to Transition Customers pursuant to this Section, provided such Confidential Information is required to so perform.

8.3.    Refund of Program Fee. If this Service Partner Model is terminated by SAP Concur for its convenience pursuant to Section 9.4 of the Service Partner Program GTCs, SAP Concur shall promptly refund to Service Partner an amount equal to: the Program Fee paid by Service Partner to SAP Concur for the final Annual Period multiplied by a multiplier equal to twelve (12) minus the number of months of the final Annual Period during which Service Partner participated in this Service Partner Model divided by twelve (12).

8.4.    Survival Terms. The provisions of this Section 8 shall survive the expiration or termination of this Service Partner Model.