

Concur Compleat

Task Manager

Concur Trip Approval

Supplemental Terms and Conditions

This Supplement is part of an Agreement for SAP Cloud Services between Concur and Customer and applies only to the Concur Compleat, Task Manager, and Concur Trip Approval product(s) for which Customer is subscribed as set forth herein. Capitalized terms used in this Supplement but not defined herein have the meanings assigned to them in the GTC, the applicable Order Form or Documentation.

1. DEFINITIONS

“Affiliate” as defined in the GTC shall not include any entity that a party to a separate written agreement or order form with Concur or a Concur affiliate for the same Cloud Service that is the subject of the Order Form with Customer.

“Base Transactions” means, collectively, the stipulated number of Transactions for which the Customer is required to pay the corresponding Base Transaction Fee specified in the applicable Order Form for a given Billing Cycle

“Billing Cycle” means the billing frequency for a given Cloud Service specified in the applicable Order Form.

“Booking” means a booking, confirmation, and/or holding of a reservation or passenger name record (PNR) for any one or more of the following: air, hotel, car, and/or rail.

“Business Partner” as defined in the GTC also includes a legal entity that, pursuant to an agreement with Customer or its Affiliates, requires use of the Cloud Service for such Business Partner’s internal operations for the limited purpose of servicing a Customer Client; provided, however, that Customer may not enable a Business Partner to use the Cloud Services as part of its own commercial business offering to other third parties that are not direct Customer Clients.

“Cloud Materials” as defined in the GTC also includes (a) the structure and organization of all Cloud Service output (but not any Customer Data itself), (b) for each Customer environment of a Cloud Service, the setup, configuration, and all Routines, (c) any other technology provided by Concur in connection with the Cloud Service to enable Customer to perform configuration.

“Consulting Services” means professional services, such as implementation, configuration, custom development and training, and billable support from the Concur Service Support Team performed by Concur’s employees or subcontractors, as described in an Order Form or Documentation and which are governed by the Consulting Supplement.

“Consulting Supplement” means the Concur Consulting Services for TMC Services Supplemental Terms and Conditions to the General Terms and Conditions.

“Customer Client” means client of Customer that has entered into a written agreement with Customer or its Affiliate for the provision by Customer of travel management services.

“Customer Data” as defined in the GTC also includes data specifically pertaining to a Customer Client or its users which is incorporated into the Cloud Service, but excluding TripLink Data in any case where a Customer Client has ordered the TripLink Service directly from Concur.

“Incident” means a reproducible error or other defect of the Cloud Service that generally impairs the availability or access to the Cloud Service across all or substantially all Cloud Service customers and which results from the underlying programming of the Cloud Service or its supporting systems solely within Concur’s control and not from Routines or Customer’s operation of the Cloud Service.

“Incremental Transactions” means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which the Customer is required to pay the corresponding Incremental Transaction Fee specified in the applicable ordering document for a given Billing Cycle.

“Recurring Fee” means the fee to be paid for each Billing Cycle as specified in the applicable Order Form for the unit-based Extended Services.

“Routine” means one or a combination of instructions, coding or configuration settings for Concur Compleat, whether set by Concur or the Customer via the provided administrative tools and interfaces, to implement business logic for transaction processing.

“Transaction” means the following for each respective Cloud Service:

- a) **Concur Compleat**—a Booking for which information in the form of a PNR, itinerary, or other format accepted by Concur Compleat is received by Concur Compleat, including a Booking that results in a refund, exchange or a void. All submissions and re-submissions of information about a single Booking for processing by Concur Compleat will be counted as a single Transaction.
- b) **Concur Trip Approval**—a PNR or itinerary received by Concur Trip Approval requiring one or more approvals based on the rules set up within Concur Trip Approval, whether approved or denied and whether ticketing occurs or not.
- c) **Task Manager**—a User, which is for purposes of calculating Transaction Fees is counted whether or not the User accessed or used Task Manager within the applicable Billing Cycle.

“Transaction Fee” means the fee to be paid for each Billing Cycle consisting of (a) the applicable Base Transaction Fee specified in the applicable ordering document, and (b) an Incremental Transaction Fee equal to the number of Incremental Transactions for the applicable Billing Cycle, multiplied by the applicable rate per Incremental Transaction specified in such ordering document.

“TMC Services” means any and all of the Cloud Services described in Section of this Supplement.

“TripLink Data” means the itineraries and other booking data imported into the TripLink Service pertaining to a given Customer Client user of the TripLink Service and their travel bookings made outside the Concur online booking service presently known as Concur Travel.

“TripLink Service” means the Concur business service presently known as TripLink, an online service that imports itineraries and other booking data for certain travel bookings made outside the Concur online booking service presently known as Concur Travel.

“User” means, with respect to Task Manager, each Authorized User of Customer for whom Concur determines a User ID is active one or more days of a given Billing Cycle. When a User ID is deactivated, the associated User will not cease to be a User for purposes of calculating the Transaction Fees under the applicable ordering document until the first calendar month following the month in which the User ID deactivation occurs.

“User ID” means a unique user login identifier used to access Task Manager.

2. CLOUD SERVICES

2.1. **Service Types.** Customer has subscribed to one or more of the Cloud Services described below in an Order Form referencing this Supplement. Such Cloud Services may also be referred to as “Service Types” on the applicable Order Form. The technology features included in each Cloud Service are as set forth in the Documentation, as updated from time to time.

2.1.1. **Concur Compleat.** Concur Compleat provides functionality for fulfilling and automating travel bookings.

2.1.2. **Task Manager.** Task Manager provides functionality for intelligently routing work across teams.

2.1.3. **Concur Trip Approval.** Concur Trip Approval provides functionality for automatically routing travel bookings and requests for approval.

2.2. **Extended Services.** The following are supplementary Cloud Services ordered for an additional fee and which may be referred to as “Extended Services” in an Order Form:

- 2.2.1. **Multiple Environment Management.** Customer is required to purchase Multiple Environment Management when Customer has more than a single instance of Concur Compleat governed by and billed under a single contract. Multiple Environment Management is billed as a Recurring Fee per Billing Cycle.

3. CONSULTING SERVICES

- 3.1. **Initial Subscription.** Customer's initial subscription to each Cloud Service includes, for the Initial Set Up Fee specified in the applicable Order Form, standard Consulting Services for the initial deployment of a single instance of the Cloud Service, all as described in the Documentation and governed by the Consulting Supplement. Such Consulting Services for the initial subscription of a Cloud Service are not included with any additional, replacement, or renewal order of a Cloud Service to which Customer is already subscribed unless otherwise provided in the Order Form. Concur provides these deployment services for the period stated in the deployment descriptions or applicable exhibit(s) or, if no period is stated, then for the initial subscription term. The Initial Set Up Fee for Concur Compleat includes the standard Consulting Services for deployment described above and in the Documentation, and forty (40) hours of additional Consulting Services which Customer may utilize for custom configuration. If Customer does not use all forty (40) hours toward its initial implementation, the hours expire and cannot be used toward other Consulting Services. Any Consulting Services over the initial forty (40) hours included with the Initial Set Up Fee that are necessary to complete the custom configuration requirements specified by Customer will be performed and billed by Concur in accordance with the Consulting Supplement.
- 3.2. **Additional Consulting Services.** Customer may purchase additional Consulting Services beyond the scope identified in the deployment description(s) for the initial deployment of subscribed to Cloud Services by requesting such services in accordance with the terms of the Consulting Supplement.

4. FEES

- 4.1. **Fee Changes.** Concur has the right to effect reasonable changes to the recurring fees under the Order Form to the extent of any general fee change assessed across Concur's customers of the applicable Cloud Service due to changes in Concur's third-party costs associated with its travel management business (e.g., global distribution system (GDS) or other similar third party fees), upon notice to Customer at least thirty (30) days before the effective date of the change and provided that such costs are passed through without markup by Concur. Concur may also pass through to Customer, without markup, any charges or fees incurred from other third-party system providers in connection with Concur delivery of the Cloud Service, including any GDS, mid and back-office systems, online booking engine systems, and data warehousing systems.
- 4.2. **Invoicing.**
- 4.2.1. **Initial Set Up Fees:** Concur is entitled to invoice Customer for the Initial Set Up Fees specified in an Order Form at any time on or after the "Order Effective Date" set forth in such Order Form.
- 4.2.2. **Transaction Fees and Other Recurring Fees:** Concur is entitled to invoice Customer for the recurring Transaction Fee for the applicable Cloud Service beginning on the Transaction Fee Start Date (as defined in the applicable Order Form) for such Service and continuing thereafter for each Billing Cycle during the term. The Base Transaction Fees are invoiced in advance of each Billing Cycle, and the Incremental Transaction Fees, if any, are invoiced in arrears for the preceding Billing Cycle. The Recurring Fees are invoiced in advance of each Billing Cycle.
- 4.2.3. **Consulting Service Fees:** Concur is entitled to invoice Customer for the Consulting Service Fees in accordance with the terms of the Consulting Supplement.

5. ADDITIONAL TERMS

- 5.1. **EU Access.** EU Access is not available for the Cloud Service.
- 5.2. **Monitoring.** Notwithstanding anything in the GTC to the contrary, Customer is not obligated to monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume.
- 5.3. **Feedback.** Customer may provide Concur with suggestions for product or service improvement or modification in connection with any present or future Concur product or service ("Feedback"). Accordingly, Feedback shall not be considered Confidential Information under the Agreement and neither Concur nor any

of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such Feedback.

- 5.4. **Customer's GDS Costs and Connection.** Customer's own agreement(s) with its applicable GDS(s) will determine the Customer's GDS costs, which are Customer's responsibility. Cloud Services may use web services to connect to each GDS. The Customer is required to provide Concur with a web service enabled robotic sign on per GDS to enable the Cloud Service to scan GDS queues at the intervals defined by Customer. Customer is responsible for correctly connecting each required pseudo city code (PCC) to the Cloud Service.
- 5.5. **Term.** Except as otherwise set forth in an Order Form, the term of the Cloud Service will commence on the Order Effective Date set forth in the initial Order Form and will continue thereafter for the initial term specified in the initial Order Form (the "Initial Term"). After the Initial Term or any renewal term, the term for the Cloud Service shall continue thereafter, provided that either party may terminate the Agreement after the Initial Term or any renewal term by delivering written notice of termination to the other party at least ninety (90) days (unless otherwise specified in an Order Form) before the desired effective date of such termination. All terms and conditions of the GTC and the Supplement shall remain in effect until termination of the Agreement, except as the parties expressly agree otherwise in writing.
- 5.6. **Notices.** All notices hereunder by either party shall be in writing and given when delivered via email to Concur at concur_notices@sap.com and to Customer at their email address for notices set forth in the initial Order Form.

6. INCIDENT SUPPORT.

- 6.1. Definitions of Incident Priorities.
 - 6.1.1. **"P1"** (Priority 1) means a severe Incident in a production environment, resulting in the Cloud Service being completely unavailable thereby halting transactions through the Cloud Service with no work-around.
 - 6.1.2. **"P2"** (Priority 2) means a serious Incident in a production environment, in which a major function is experiencing abnormal behavior causing major inconvenience or common operations fail consistently.
 - 6.1.3. **"P3"** (Priority 3) means an Incident in a production environment, in which a fundamental function is experiencing abnormal behavior causing a common operation to sometimes fail or a less common operation to fail consistently. Concur reserves the right to assign and re-assign priority to an Incident to render it consistent with these definitions.
- 6.2. **Availability.** Concur provides support for Incidents through access to Concur's online support and ticketing system, the access to which may vary by applicable Cloud Service. Concur will be available to respond to properly reported Incidents during the following hours: (a) P1 Incidents: Concur will be available to respond twenty-four (24) hours per day, seven (7) days per week, in accordance with the service levels specified below; and (b) P2 and P3 Incidents—Concur will be available to respond during the weekly period beginning at 14:30 (Greenwich Mean Time) on each Monday and ending at 23:59 (Greenwich Mean Time) on each Friday, excluding Concur holidays, in accordance with the service levels specified below. Incidents do not include, and Concur is not required to provide support for, issues arising out of: (i) any modification to or misuse of the Cloud Service performed by parties other than Concur or its subcontractors; (ii) interconnection of the Cloud Service with other products and/or service not supported by Concur; (iii) any work product of Customer or any third party with whom Customer contracts, other than Concur; or (iv) operation of the Cloud Service under an operating environment that is not supported by Concur.
- 6.3. **Response and Resolution.** Upon receipt of an Incident notification, a Concur technical support representative will reply to Customer through the system within one (1) hour for a P1 Incident, with four (4) business hours for a P2 Incident, within eight (8) business hours for a P3 Incident. Upon Concur's identification of an Incident with the Service, Concur will target resolution of the Incident within twenty-four (24) hours for a P1 Incident, within two to four (2-4) business days for a P2 Incident, and within ten (10) business days for a P3 Incident (except that, if resolution requires development or configuration resources, then target resolution is as Concur reasonably determines to be appropriate under the circumstances). If Concur is unable to address P1, P2, or P3 Incident(s) in accordance with the respective timeframes set forth above for such Incidents, Concur will continue to work diligently to resolve such Incident until the Incident is resolved and

Customer may, after first attempting to contact its designated support representative, escalate Incidents through Concur's online support and ticketing system mechanism for the applicable Cloud Service.