SAP Concur
Service Description Guide

1. GENERAL

1.1. This Service Description Guide describes and provides additional terms applicable to certain SAP Concur Cloud Services provided by Concur Technologies, Inc. and its affiliated companies ("SAP Concur") to its Customers pursuant to the applicable agreement for Cloud Services between each Customer and SAP Concur ("Agreement"). Unless otherwise defined in this Service Description Guide, capitalized terms are as defined in the Agreement.

1.2. This Service Description Guide was last updated on August 5, 2026.

1.3. This Service Description Guide is incorporated by reference in the SAP Concur Cloud Service Supplement. This Service Description Guide is effective between Customer and SAP Concur as of the effective date of the Order Form. SAP Concur may update this Service Description Guide and the Cloud Services from time to time, provided that Customer's rights with regard to any Service, and the limits of SAP Concur with regard to any modifications of any Service, remain as set forth in the applicable Agreement with Customer.

1.4. Certain Cloud Services may be available to customers with a "Professional Edition" or a "Standard Edition". Services and terms that are only applicable to a specific edition will be identified in this Service Description Guide. The Professional Edition information in this guide also applies to "Premium," which is a type of implementation based on Professional Edition. "Standard Edition" means a self-service implementation approach, enabling the Customer to use guided online tool to configure a defined set of features and functionality for the applicable Cloud Service. "Professional Edition" means a jointly managed, fully remote implementation approach providing SAP Concur resources to guide the design of the applicable Cloud Service based on the Customer's business requirements. Implementation services for a Cloud Service are described in the applicable implementation description guide or activation description guide, as applicable, for the initial activation of applicable Cloud Services for Customer.

1.5. The Documentation for a particular Service, including any implementation description guide or activation description guide, may set forth additional limitations, dependencies, or obligations for Customer with regard to the implementation, configuration, and operation of a Service, availability, process for access, and language or support availability or limitations.

1.6. SAP Concur may provide multiple capabilities and/or enhancements to certain Cloud Services subscribed to by Customer using artificial intelligence features and technologies enabled through Customer's use of the service provided by SAP under the name "Joule", or any successor name. For Customer to utilize such capabilities and/or enhancements, Customer must procure and/or maintain an active Joule embedded entitlement.

2. CORE SERVICES

2.1. CONCUR EXPENSE

2.1.1. Cloud Service automates the preparation, routing, approval, and processing of expense reports under defined business policies and rules.

2.1.2. Cloud Service includes license for Authorized Users to use the mobile app version of the Cloud Service. SAP Concur reserves the right to charge additional fees for such capabilities in the future.

2.1.3. Depending on Customer's configuration, the Cloud Service includes basic reporting functionality of Concur Analysis or Analytics Essentials with the following user role and named user entitlements:

(a) Concur Analysis: (i) Business Author: 5 named users that have access to reporting tools and prebuilt reports; (ii) Consumer: Up to 10 named users to be assigned Consumer access by an Authorized Administrator to run prebuilt queries and reports provided by SAP Concur or saved reports provided by Business Authors of Customer; and (iii) Manager: unlimited managers, as designated in the system by Customer are provided access to prebuilt queries and reports provided by SAP Concur or saved reports

provided by Business Authors of Customer. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

(b) Analytics Essentials: (i) Reporting Role: unlimited number of users to be assigned Reporting Role access by the Authorized Administrator to run standard queries and reports provided by SAP Concur; and (ii) Manager Role: unlimited managers, as designated in the Cloud Service by Customer are provided access to standard queries and reports provided by SAP Concur. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

2.1.4. Cloud Service includes in-product training and assistance to promote adoption, onboarding, and productive use of the Cloud Service.

2.1.5. Cloud Service includes in-product messaging (IPM) functionality that enables the delivery of messages managed by SAP Concur directly to the end user within SAP Concur mobile and web applications to encourage user adoption, provide information on the Cloud Service and enhance the overall user experience to support Customer's use of the Cloud Service. IPM may be based on Customer Data and can be targeted to increase effectiveness. If directed by the Customer, emails that complement IPM messaging can be provided by SAP Concur to users for the Customer.

2.2. CONCUR TRAVEL

2.2.1. Cloud Service automates the preparation, routing, approval, and processing of travel reservations including airline, lodging, rail, and car rental under defined business policies and rules.

2.2.2. Cloud Service includes the capabilities of the SAP Concur mobile app presently at no additional charge. SAP Concur reserves the right to charge additional fees for such capabilities in the future.

2.2.3. Cloud Service includes in-product training and assistance to promote adoption, onboarding, and productive use of the Cloud Service.

2.2.4. Cloud Service includes in-product messaging (IPM) functionality that enables the delivery of messages managed by SAP Concur directly to the end user within SAP Concur mobile and web applications to encourage user adoption, provide information on the Cloud Service and enhance the overall user experience to support Customer's use of the Cloud Service. IPM may be based on Customer Data and can be targeted to increase effectiveness. If directed by the Customer, emails that complement IPM messaging can be provided by SAP Concur to users for the Customer.

2.3. CONCUR REQUEST

2.3.1. Cloud Service automates the preparation, routing, approval, and processing of requests under defined business policies and rules.

2.3.2. Cloud Service includes the capabilities of the SAP Concur mobile app presently at no additional charge. SAP Concur reserves the right to charge additional fees for such capabilities in the future.

2.3.3. Cloud Service includes in-product training and assistance to promote adoption, onboarding, and productive use of the Cloud Service.

2.4. CONCUR INVOICE

2.4.1. Concur Invoice automates vendor payment request preparation, capture, routing, approval, and payment processing.

2.4.2. For Customers subscribing to the Cloud Service prior to July 31, 2023, the Cloud Service includes the ACH Payments capabilities described in Invoice Payment Manager for the remainder of Customer's initial or renewal term, as applicable.

2.4.3. Cloud Service includes in-product training and assistance to promote adoption, onboarding, and productive use of the Cloud Service.

2.5. CONCUR CLOUD FOR PUBLIC SECTOR

2.5.1. Cloud Service provides Concur Travel and Concur Expense and certain other Cloud Services within a separate environment operated according to special standards. Not all Cloud Services in the SAP Concur Service Description Guide are available to Customer within the Concur Cloud for Public Sector Cloud Service.

2.5.2. For purposes of the Concur Cloud for Public Sector Cloud Service, "Government or Public Sector Entity" means with regard to the United States Federal, State, municipal or local government or the government of any Native American tribe (a) a department, agency, branch or similar entity; (b) a government-owned or government-controlled company or subsidiary; or (c) a company or institution performing services for or on behalf any of the entities described above. Customer may only use the Concur Cloud for Public Sector Service if and while Customer is a Government or Public Sector Entity. If Customer is not itself a Government or Public Sector Entity, Authorized Users of Customer may only use the Concur Cloud for Public Sector Cloud Service for the benefit of a Government or Public Sector Entity or the fulfillment of its contractual commitments to a Government or Public Sector Entity and not for Customer's other internal business purposes. Customer will comply with any qualification, validation, or reporting requirements or processes of SAP Concur with regard to the limitation of the Concur Cloud for Public Sector Cloud Service to only Government or Public Sector Entities. Customer acknowledges that SAP Concur may suspend or terminate the Concur Cloud for Public Sector Service if Customer ceases to be a Government or Public Sector Entity, without any requirement to refund amounts to Customer.

2.5.3. Customer will comply with any security requirements, processes, or customer responsibilities set forth in Documentation, at Customer's expense, as may be required for SAP Concur to comply with applicable law or certification standards, or its agreement(s) with the applicable sponsoring federal agenc(ies) for the Concur Cloud for Public Sector Cloud Service. Customer is solely responsible for compliance with such SAP Concur security requirements and processes by its Authorized Users, including any third party authorized by Customer to implement, configure, operate or access the Concur Cloud for Public Sector Cloud Service on behalf of Customer, at Customer's expense.

2.5.4. If Customer subscribes to User Support Desk, (1) the User Support Desk Cloud Service will be provided to Customer utilizing only authorized SAP Concur personnel from a United States location, and (2) first-level support service is available 07:00 through 22:00 ET Monday through Friday, excluding Federal holidays.

3. CERTAIN EXTENDED SERVICES

3.1. INTELLIGENCE

3.1.1. Cloud Service allows for extended reporting functionality beyond the scope of the standard Concur Analysis reporting functionality.

3.1.2. Cloud Service includes the following roles and the named user quantities:

(a) Professional Author: 10 named users with access to advanced reporting tools.

(b) Business Author: 20 named users who have access to advanced reporting tools and prebuilt reports.

(c) Consumer: Up to 40 additional named users to be assigned Consumer access by Customer's Authorized Administrator to run prebuilt queries and reports provided by SAP Concur or saved reports provided by Business Authors of Customer. Consumers can also set selected user interface preferences and manage folders.

(d) Manager: unlimited managers, as designated in the system by Customer are provided access to prebuilt queries and reports provided by SAP Concur or saved reports provided by Business and Professional Authors of Customer. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

3.2. REPORTING SERVICES

3.2.1. Service provides access to one or more SAP Concur reporting consultants who are familiar with SAP Concur Intelligence and Customer's Service configuration to collect travel and expense data. SAP Concur reporting consultants work with Customer on an ongoing basis to support common customer reporting needs

3.3. CONSULTATIVE INTELLIGENCE

3.3.1. Cloud Service allows for extended reporting functionality beyond the scope of the standard Concur Analysis reporting functionality.

3.3.2. Cloud Service includes the following roles and the named user quantities:

(a) Professional Author: 10 named users with access to advanced reporting tools.

(b) Business Author: 20 named users who have access to advanced reporting tools and prebuilt reports.

(c) Consumer: Up to 40 additional named users to be assigned Consumer access by Customer's Authorized Administrator to run prebuilt queries and reports provided by SAP Concur or saved reports provided by Business Authors of Customer. Consumers can also set selected user interface preferences and manage folders.

(d) Manager: unlimited managers, as designated in the system by Customer are provided access to prebuilt queries and reports provided by SAP Concur or saved reports provided by Business and Professional Authors of Customer. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

3.3.3. Cloud Service provides access to one or more SAP Concur reporting consultants who are familiar with SAP Concur Intelligence and Customer's Service configuration to collect travel and expense data. SAP Concur reporting consultants work with Customer on an ongoing basis to support common customer reporting needs.

3.4. INTELLIGENT AUDIT, ESSENTIAL EDITION

3.4.1. Cloud Service provides receipt audit services against selected expense reports, including review of receipts for expense type validation, receipt substantiation, and supporting documentation for case expenses. Cloud Service also provides policy audit services to determine compliance of selected expense reports with Customer's audit policy, as configured in the Cloud Service. As part of the Cloud Service, Customer has access to one or more consultants for the Cloud Service to provide a first point of contact for support cases, configuration and administrative requests, and best practice guidance.

3.4.2. Custom compliance checks are not supported.

3.4.3. Reporting functionality depends on Customer's configuration.

3.4.4. Policy audit functionality must be configured in conjunction with Customer's travel and expense policy and SAP Concur's identified reasonable best practices.

3.4.5. Cloud Service applies machine learning technology to data and information, including Customer Data, for the purpose of continuously improving its reliability and efficacy in reviewing receipts and expenses, extracting, classifying and matching information used in the Cloud Service and identifying anomalies.

3.5. INTELLIGENT AUDIT, ADVANCED EDITION

3.5.1. Cloud Service provides receipt audit services against selected expense reports, including review of receipts for expense type validation, receipt substantiation, and supporting documentation for case expenses. Cloud Service also provides policy audit services to determine compliance of selected expense reports with Customer's audit policy, as configured in the Cloud Service. As part of the Cloud Service, Customer has access to a designated consultant for the Cloud Service to provide a first point of contact for support cases, configuration and administrative requests, and best practice guidance. Cloud Service may be configured for available custom compliance checks.

3.5.2. Reporting functionality depends on Customer's configuration.

3.5.3. Policy audit functionality must be configured in conjunction with Customer's travel and expense policy and SAP Concur's identified reasonable best practices.

3.5.4. Subject to Customer's configuration, the determination of the validity of a VAT receipt for expenditures may include Customer criteria provided by Customer and acceptable to SAP Concur during the onboarding and configuration process.

3.5.5. Cloud Service applies machine learning technology to data and information, including Customer Data, for the purpose of continuously improving its reliability and efficacy in reviewing receipts and expenses, extracting, classifying and matching information used in the Cloud Service and identifying anomalies.

3.6. INTELLIGENT AUDIT, EXPEDITED SERVICE ADD-ON

3.6.1. Cloud Service applies the following service-level agreement to English language expense reports that are audited under the Intelligent Audit, essential edition, or Intelligent Audit, advanced edition, extended service.

3.6.2. For purposes of the Cloud Service, the following terms have the meanings specified below:

(a) "Actual Daily Transactions" means the actual number of Audit Transactions submitted into the Cloud Service by Customer on any given day.

(b) "Audit Completion Time" means, for all expense reports selected for Intelligent Audit, the time it takes for SAP Concur to perform a receipt or policy audit, as applicable, commencing from the Audit Trigger Event, excluding Excused Downtime.

(c) "Audit Transactions" means the number of receipt and policy audit Transactions for Intelligent Audit for the applicable time period.

(d) "Audit Trigger Event" means either: the occurrence of manager approval of the expense report as reflected by the Cloud Service (if audits are to be performed after manager approval as configured during the setup process), or the occurrence of employee expense report submission as reflected by the Cloud Service (if audits are to be performed after employee expense submission as configured during the setup process).

(e) "Average Daily Transactions" means the average number of Audit Transactions submitted into the Cloud Service by Customer on average per day over the previous thirty (30) days.

(f) "Billing Cycle" means the billing frequency specified in the applicable ordering document.

(g) "Business Hours" means the 120-hour period that begins at 00:00:01 Monday until 23:59:59 Friday, US Pacific time, excluding SAP Concur holidays (which, for the purpose of the Cloud Service mean Christmas, New Year, and Easter holidays observed in US Pacific time).

(h) "Excused Downtime" has the same meaning as "Excluded Downtime" as included in the Cloud Service-Level Agreement for SAP Cloud Services.

(i) "Random Audit Target Selection Percentage" means the number of Base Transactions for Intelligent Audit for a given Billing Cycle divided by the number of Base Transactions for the Expense or Travel & Expense service type for the same Billing Cycle.

3.6.3. Commencing with the first Billing Cycle for Intelligent Audit and subject to the conditions in Customer's ordering document with respect to Intelligent Audit and Customer's compliance with its obligations in the Agreement in connection with Intelligent Audit, SAP Concur will achieve an Audit Completion Time of no more than either 24 or 48 Business Hours, as applicable, after the Audit Trigger Event for 95% of total Audit Transactions completed in each calendar month ("Audit SLA"). SAP Concur will undertake commercially reasonable efforts to monitor and track its compliance with the Audit SLA. The applicable expedited Audit Completion Time provided above depends on the Cloud Service subscribed to in Customer's Order.

3.6.4. Customer's exclusive remedy and SAP Concur's entire liability for failure to achieve the Audit SLA is as follows: Upon Customer's written request, SAP Concur will promptly investigate the root cause(s) of the failure and delivers to Customer notification identifying such root cause(s), use its commercially reasonable efforts to correct the problem and to begin meeting such Audit SLA as soon as practicable, and advise Customer of the status of such corrective efforts. If SAP Concur fails to meet the Audit SLA in any 2 months in a 12 consecutive-month period, then Customer has the right to terminate the Intelligent Audit and expedited service for Intelligent Audit extended service by delivery of a written notice of service termination to SAP Concur received within 30 days of the failure to meet the Audit SLA. Such service termination must not be construed as termination of the Agreement or otherwise affect in any way the order for any other SAP Concur service.

3.6.5. If any one of the following conditions exist during a given Billing Cycle, Customer is not entitled to the exclusive remedy above, regardless of SAP Concur's failure to achieve the Audit SLA: Customer increases its Random Audit Target Selection Percentage during any given Billing Cycle, material changes by Customer to the

"customized audit policies" as configured in the Cloud Service result, in SAP Concur's reasonable opinion, in significant increases in net volume of Transactions for Intelligent Audit or in a material impact on SAP Concur's provision of Intelligent Audit, or the Actual Daily Transactions exceed the Average Daily Transactions by more than 200%.

3.7. VERIFY

3.7.1. Cloud Service provides customer-managed receipts validation, expense policy compliance and anomaly detection.

3.7.2. Header level receipts and custom questions are not supported.

3.7.3. Cloud Service applies machine learning technology to data and information, including Customer Data, for the purpose of continuously improving its reliability and efficacy in reviewing receipts and expenses, extracting, classifying and matching information used in the Cloud Service and identifying anomalies.

3.8. GUARANTEED COMPLIANCE SERVICE

3.8.1. Cloud Service provides Customer, as a part of the expense report submission process, a predetermined set of expense types designed and configured by SAP Concur for the Jurisdiction listed on the "Supported Tax" definition. Cloud Service updates the Tax rates for this extended service to reflect applicable Tax changes enacted by the Tax authority for the Jurisdiction, provides a Compliance Audit for each Claim, and provides the Guarantee for applicable qualifying Claims.

3.8.2. Service must be ordered simultaneously with the initial order of the Travel & Expense or Expense service type(s) and requires an SAP Concur-defined Tax configuration. Customer cannot modify such configuration. The Guaranteed Compliance Service applies to the Supported Tax for a single Jurisdiction.

3.8.3. Cloud Service includes a Compliance Audit of all Claims to ensure that the Supporting Documentation related to the Claims provided by Customer constitutes a valid Tax receipt or invoice for Tax recovery purposes for the applicable-supported Jurisdiction. The Claimant must ensure that appropriate Supporting Documentation is associated with the correct Claim.

3.8.4. Compliance Audit:

(a) verifies that the Supporting Documentation matches the expenses listed in the Claim;

(b) verifies that the Supporting Documentation complies with the applicable Tax rules and guidelines;

(c) reviews the Supporting Documentation to ensure that the data contained therein matches the Claim data entered by the Claimant for the following items: Date, Expense Type, Country of Purchase, Claim Value, Tax Number, Receipt Status, Currency, Supplier details, Customer details, when required, Tax Amount, and any other items that may be required or applicable in accordance with changes to the Tax, as determined by SAP Concur for applicable Tax changes enacted by the applicable Tax authority; and

(d) rejects a Claim and returns it to Claimant for review and correction if Supporting Documentation for the Claim does not substantiate the Claim. Scanned images, unless stated on the image as a photocopy, are treated as original invoices.

3.8.5. During the Compliance Audit, (a) if SAP Concur determines that the Claim is incorrect based on the Supporting Documentation, it amends the Claim in accordance with the Supporting Documentation; or (b) if SAP Concur determines that the type of status on the Claim is incorrect, SAP Concur corrects the status (in this case, for example, if the Claimant has selected "receipt" and SAP Concur identifies it as a "tax receipt," SAP Concur amends the Claim to correct the incorrect reference. If SAP Concur determines that the Tax amount calculated by the Service is not substantiated by the Claim and accompanying Supporting Documentation, it adjusts the Tax amount to reflect the correct amount supported by such Claim and Supporting Documentation. For example, in the case of a Claim for a £12 meal expense, the Service auto-calculates the taxable amount as £2 (that is, 20% of £10 being the amount net of Tax). However, if the individual breakdown on that receipt contained items for £6 that were subject to Tax and £6 that was not subject to Tax, SAP Concur changes the taxable amount reported from £2 to £1 (that is, 20% of £5 being the net amount that was subject to Tax).

3.8.6. SAP Concur provides the following Guarantee for applicable qualifying Claims: SAP Concur guarantees that the calculated Tax reflected in the report from the Cloud Service for a Claim is calculated correctly in accordance with the Claim data and the Supporting Documentation. If Customer incurs any fine or penalty as a result of the incorrect calculation, SAP Concur indemnifies Customer for the cost of the fine or penalty applied by the applicable Tax authority, subject to the requirements of this Guaranteed Compliance Service section. Customer must give SAP Concur notice of such fine or penalty within 30 days after an assessment of such fine or penalty for SAP Concur to indemnify Customer for such fine or penalty. In any case, Customer is responsible for paying the Tax fine or penalty and any overclaimed Tax amounts due to the applicable Tax authority.

3.8.7. The Guarantee does not apply if Customer or any person on behalf of Customer does the following:

(a) Modifies any Cloud Service-setting related to Tax rates and/or makes any Tax-related changes to Claims submitted in the Compliance Audit process;

(b) Modifies any SAP Concur-defined expense types; or

(c) Submits any Claim using other than the SAP Concur-defined expense types.

3.8.8. Notwithstanding anything to the contrary, to the maximum extent permitted by law, SAP Concur's total liability under the Agreement with respect to any fine or penalty for which SAP Concur is responsible to indemnify Customer pursuant to the Guarantee is limited to general money damages and can in no event exceed an amount equal to 3 times the aggregate of all fees actually paid or owing by Customer to SAP Concur for the Guaranteed Compliance Service during the 12-month period preceding the time that the fine or penalty arose (but not less than the amount of Recurring Fees for such extended service due during the first year after the Effective Date of the order of such extended service).

3.8.9. For purposes of the Guaranteed Compliance Service, the following terms have the meanings specified below:

(a) "Claim" means each expense report submitted through the Cloud Service by a Claimant.

(b) "Claimant" means Customer's employee or user who has generated a Claim.

(c) "Guarantee" means the Tax-accuracy guarantee described above.

(d) "Jurisdiction" means the applicable country or region as set forth in the "Supported Tax" definition below, which is within the scope of the Guaranteed Compliance Service.

(e) "Supported Tax" means the applicable tax for each jurisdiction, and in the UK, this is the value-added tax (VAT).

(f) "Supporting Documentation" means receipts, invoices, and other supporting documentation provided in support of a Claim.

(g) "Tax" means the applicable tax for the Jurisdiction as set forth in the "Supported Tax" definition above that is the subject of recovery by Customer from the applicable taxing authority within the scope of the Guaranteed Compliance Service.

3.9. EXPENSE PAYMENT MANAGER

3.9.1. Cloud Service provides configurable control over the timing and payment method of expense reimbursement and payments to corporate card providers using an eligible third-party payment provider. Payment methods for transferring funds ("Payments") available for a Customer depend on Customer's configuration. Currencies available are set forth in the Documentation.

3.9.2. Customer must comply with Payment request processes set forth in Documentation.

3.9.3. Customer must have its own independent contractual relationship with an approved payment processor prior to any Payments request. SAP Concur is not responsible for any terms between Customer and a payment processor. SAP Concur is likewise not responsible for any lack of availability or functionality caused by a Payment processor and has no obligation to develop additional functionality or integration capability with a Payment processor. Both Customer and SAP Concur must comply with all applicable NACHA rules and all applicable laws in connection with Payments.

3.9.4. Customer is solely responsible for the accuracy of bank account and other payment processing information Customer inputs and maintains in the Cloud Service.

3.9.5. As between SAP Concur and Customer, SAP Concur is responsible for a Payment processed in error only where (a) Customer made the payment Request in accordance with the Documentation, (b) Customer did not otherwise approve the Payment, and (c) Customer notified SAP Concur in writing within 30 days of the occurrence of such error and SAP Concur did not remedy the Payment processing error within 30 days of such notice. Customer must make an appropriate assignment of claims to SAP Concur where SAP Concur so requests, and/or use its best efforts to fully cooperate with the requests of SAP Concur, the Payment processor, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such SAP Concur liability is not subject to the limitation of liability on direct damages set forth in the Agreement between Customer and SAP Concur.

3.9.6. Notwithstanding anything to the contrary, SAP Concur is not responsible for any damages arising from any decision to withhold or delay originating Payments or effecting scheduled Payments: (a) after reasonable efforts to verify such entries by the required security procedure have failed, (b) due to Customer's creditworthiness, or (c) where such Payments would violate applicable laws. Each party agrees to not engage in any fraudulent or criminal activities, including without limitation money-laundering activities, associated with Payments, and take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities.

3.10. USER SUPPORT DESK

3.10.1. Cloud Service provides first-level support by telephone (via a toll-free telephone number) or live chat or case submittal via the SAP Concur Support Portal for Customer's end users.

3.10.2. Cloud Service coverage is specified in Documentation. Support for Customer's specific configuration of the Cloud Service and escalation process are in accordance with predefined parameters established during the implementation of the User Support Desk Service.

3.10.3. Cloud Service support in the English language is provided 24 hours per day, 7 days per week, including SAP Concur holidays for Travel & Expense, Expense, and Concur Invoice. Non-English language support for Expense or Travel & Expense Customers provided for the regions and in languages Monday through Friday (excluding SAP Concur holidays) as follows: (a) Europe: 08:00 through 17:00 GMT, in German, French, Italian, and Spanish; (b) North and South America: 06:00 through 14:00 PT, in French, Brazilian Portuguese, and Spanish; and (c) Asia: 09:00 through 18:00 China Standard Time, in Mandarin and Japanese.

3.11. CONCUR ESSENTIAL CARE

3.11.1. Cloud Service provides access to one or more consultants who work with the primary Customer contact to provide first point of contact for configuration requests, assistance with administrative requests, review of release notes and providing configuration best practices and strategies to meet business objectives.

3.11.2. Cloud Service availability, process for access, and language limitations is set forth in Documentation.

3.11.3. By ordering the Cloud Service, Customer authorizes SAP Concur to initiate, on Customer's behalf, changes to the configuration of Customer's Service.

3.12. CONCUR ESSENTIAL CARE FOR HIGHER EDUCATION

3.12.1. Cloud Service provides access to one or more consultants who work with the primary Customer contact to provide first point of contact for configuration requests and assistance with administrative requests.

3.12.2. Cloud Service availability, process for access, and language limitations is set forth in Documentation.

3.12.3. Cloud Service provides Customer with an annual review of configurations.

3.12.4. By ordering the Cloud Service, Customer authorizes SAP Concur to initiate, on Customer's behalf, changes to the configuration of Customer's Service.

3.13. CONCUR ADVANCED CARE

3.13.1. Cloud Service provides access a designated SAP Concur consultant to provide primary point of contact for configuration requests, assistance with administrative requests, and training guidance for new SAP Concur Authorized Support Contacts.

3.13.2. Cloud Service availability, process for access, and language limitations is set forth in Documentation.

3.13.3. Cloud Service provides Customer with an annual interactive workshop to review of Customer's implemented configurations.

3.13.4. Except where Customer has purchased Concur Travel indirectly from a reseller partner of SAP Concur, SAP Concur provides collaboration with Customer's Travel Management Company when requested to support alignment between the Travel and/or Expense Service objectives.

3.13.5. By ordering the Cloud Service, Customer authorizes SAP Concur to initiate, on Customer's behalf, changes to the configuration of Customer's Service and to liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by Customer.

3.14. CONCUR SELECT CARE

3.14.1. Cloud Service provides access to designated Select Care Manager to provide primary point of contact for all configuration requests, tailored support engagement plan driven by business priorities and key milestones, bi-annual roadmap presentation covering planned enhancements to the Concur portfolio, and access to a network of topic-specific technical and functional experts. Select Care Manager will schedule calls with appropriate expert, as needed.

3.14.2. Cloud Service availability, process for access, and language limitations is set forth in Documentation.

3.14.3. Cloud Service provides preferential handling for support cases identified as (a) P2 (High), Initial Response within 2 hours and Resolution Target (resolution, workaround or action plan) within 3 business days; (b) P3 (Medium), Initial Response within 4 business hours; and (c) P4 (Low), Initial Response within 8 business hours.

3.14.4. Cloud Service provides prioritized communication for critical incident management and major outages.

3.14.5. Cloud Service provides cross-functional review of new implementations and on-going implementation phases prior to launch of the deployment objective(s) and periodic adjustments to the system configuration for changes that do not require an implementation project.

3.14.6. Cloud Service provides Customer with an annual interactive workshop review of Customer's implemented configurations.

3.14.7. Except where Customer has purchased Concur Travel indirectly from a reseller partner of SAP Concur, SAP Concur provides collaboration with Customer's Travel Management Company when requested to support alignment between the Travel and/or Expense Service objectives.

3.14.8. By ordering the Cloud Service, Customer authorizes SAP Concur to initiate, on Customer's behalf, changes to the configuration of Customer's Service and to liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by Customer.

3.15. PREMIUM ASSISTANT

3.15.1. Cloud Service provides access to one or more SAP Concur consultants to provide primary point of contact for all support cases and configuration requests, assistance with administrative requests, review of monthly release notes and providing configuration best practices and strategies to meet business objectives, and regular monthly coaching sessions.

3.15.2. Cloud Service availability, process for access, and language limitations is set forth in Documentation.

3.15.3. By ordering the Cloud Service, Customer authorizes SAP Concur to initiate, on Customer's behalf, changes to the configuration of Customer's Service and to liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by Customer.

3.16. CONFIGURATION SERVICES

3.16.1. Cloud Service provides additional configuration services support. Work performed will not exceed 60 hours within a full 12-month contract year (or 5 hours per month for any partial year term) per unit purchased. Unused hours are not carried over to the next contract year. Where Customer is no longer within the Initial Term or any Renewal Term, Customer is entitled to 15 hours per unit of Configuration Services during a calendar quarter. Unused hours are not carried over to the next calendar quarter.

3.16.2. Available Configuration Services, exclusions and limitations, as well as any required processes for completion of Services, are indicated in Documentation. Scope and timeframes depend on Customer requirements. Customer is responsible for providing necessary information as required by SAP Concur to provide the Cloud Services. Customer is responsible for its own training and change management.

3.16.3. SAP Concur is authorized, on Customer's behalf, to perform changes to the configuration of Customer's Service, as agreed between SAP Concur and Customers, and, if applicable, to liaise with Customer's designated travel management company in response to service requests made by Customer.

3.17. EXPENSEIT

3.17.1. Cloud Service enables receipt photos from supported mobile device to be processed by SAP Concur to automatically create expense transactions.

3.17.2. Service applies machine learning technology to data and information, including Customer Data, for the purpose of continuously improving its reliability and efficacy in reviewing receipts and extracting, classifying, and predicting values and information used in the Cloud Service.

3.18. CONCUR TRIPLINK

3.18.1. Cloud Service enables ingestion and management of travel bookings made outside the SAP Concur Travel Service.

3.18.2. Integrated workflow capability with Concur Request is only available with select third-party booking tool providers of aggregated travel data and only for Customers that have purchased Concur Request.

3.18.3. Service integration capabilities with third-party booking tool providers of aggregated travel data require additional implementation services and are subject to additional fees. Customers are responsible for maintaining their own access rights with such third-party providers. SAP Concur may share with third-party booking providers and suppliers information related to Customer configuration or booking and transaction data as part of the operation of the Cloud Service, to address support or service disruption or onboarding issues, and otherwise facilitate Customer's use of the Cloud Service.

3.18.4. The ability to integrate with participating suppliers is not available for Customers located in China and Japan.

3.18.5. For qualifying Customers, Customer users are eligible to upgrade their individual, personal TripIt application accounts to TripIt Pro without a subscription fee. A TripIt user's free subscription to TripIt Pro continues for so long as Customer has SAP Concur Trip Link Service and such user continues to be a Customer user. Afterward, the TripIt user can continue to use their TripIt account with their own paid TripIt Pro subscription or return to the basic free version of TripIt. The TripIt application is not part of the Cloud Service. Terms applicable to the TripIt application are between individual users and SAP Concur. Qualifying Customers are those located in the United States, Canada, the United Kingdom, Belgium, the Netherlands, Luxembourg, Denmark, Finland, Iceland, Norway, Sweden, Germany, Switzerland, Austria, France, Spain, Australia, Singapore, Malaysia, Japan, and Hong Kong that are using the SAP Concur United States (North America), EMEA, or Japan data center, as applicable, and that purchased the Concur TripLink extended service.

3.19. CENTRAL RECONCILIATION

3.19.1. Cloud Service automates the centralized reconciliation of invoices generated by a company Lodge card.

3.19.2. Cloud Service integrations with Concur Request set forth in Documentation.

3.20. INVOICE PAYMENT MANAGER

3.20.1. Cloud Service provides configurable control over the timing and payment method ("Payments") of invoice batches to eligible vendors. Payment methods available for a Customer are as set forth in Documentation and may depend on Customer's configuration. Currencies available are set forth in the Documentation.

3.20.2. Customer must comply with Payment request processes set forth in Documentation.

3.20.3. Payments by ACH are not available for Customers that purchased the Cloud Service indirectly from a reseller partner of SAP Concur.

3.20.4. For Payments by ACH, Customer must have its own independent contractual relationship with an approved payment processor prior to any Payments request. SAP Concur is not responsible for any terms between Customer and a payment processor. SAP Concur is likewise not responsible for any lack of availability or functionality caused by a Payment processor and has no obligation to develop additional functionality or integration capability with a Payment processor. Both Customer and SAP Concur must comply with all applicable NACHA rules and all applicable laws in connection with Payments.

3.20.5. Customer is solely responsible for the accuracy of bank account and other payment processing information Customer inputs and maintains in the Cloud Service.

3.20.6. As between SAP Concur and Customer, SAP Concur is responsible for a Payment processed in error only where (a) Customer made the payment Request in accordance with the Documentation, (b) Customer did not otherwise approve the Payment, and (c) Customer notified SAP Concur in writing within 30 days of the occurrence of such error and SAP Concur did not remedy the Payment processing error within 30 days of such notice. Customer must make an appropriate assignment of claims to SAP Concur where SAP Concur so requests, and/or use its best efforts to fully cooperate with the requests of SAP Concur, the Payment processor, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such SAP Concur liability is not subject to the limitation of liability on direct damages set forth in the Agreement between Customer and SAP Concur.

3.20.7. Notwithstanding anything to the contrary, SAP Concur is not responsible for any damages arising from any decision to withhold or delay originating Payments or effecting scheduled Payments: (a) after reasonable efforts to verify such entries by the required security procedure have failed, (b) due to Customer's creditworthiness, or (c) where such Payments would violate applicable laws. Each party agrees to not engage in any fraudulent or criminal activities, including without limitation money-laundering activities, associated with Payments, and take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities.

3.21. INVOICE CAPTURE

3.21.1. Cloud Service provides receipt and image capture of invoices, check requests, credit memos, and debit memos (collectively referred to below as "invoices") and the uploading, validation, and assignment of such invoices in the Concur Invoice Service for routing to begin the workflow process.

3.21.2. For Customers of the Professional Edition of the Cloud Service, (a) SAP Concur also validates or inputs the following data fields into the Invoice Processing service: currency and invoice total; (b) Customer can elect to have the following additional fields captured: invoice tax total, invoice tax field, invoice shipping total, invoice owner, and PO number; and (c) Customer can choose to have one additional Custom Data Element processed by the service.

3.21.3. "Custom Data Element" means any data element that can be found on the Invoice Header that is not part of the standard data elements (for example, vendor name, invoice number, invoice date, currency, invoice total, invoice tax total, tax amounts, invoice shipping total, invoice owner, and PO number) processed by the Invoice Capture service that is either a System Recognizable Data Element or a Person Recognizable Data Element from the Invoice Header. "Invoice Header" means the data elements on an invoice that define the overall Invoice document. "Non-Recognizable Data Element" means those data elements on the Invoice Header that are not a System Recognizable Data Element or Person Recognizable Data Element. These cannot be captured or processed as part of the Invoice Capture service. "Person Recognizable Data Element" means a data element consistently included within the Invoice Header that is not clearly or consistently labeled but has a pattern or identifier(s) provided in a written statement to SAP Concur, and which SAP Concur verifies their

users can identify. “System Recognizable Data Element” means a data element that is consistently included within the Invoice Header and is clearly labeled and not embedded within any text string like a description field.

3.21.4. Cloud Service applies machine learning technology to data and information, including Customer Data, for the purpose of continuously improving its reliability and efficacy in reviewing invoices and extracting, classifying, and predicting values and information used in the Cloud Service.

3.22. INVOICE CAPTURE, EXPEDITED SERVICE

3.22.1. Commencing with the first Billing Cycle for Invoice Capture and subject to the conditions in Customer’s ordering document with respect to Invoice Capture and Customer’s compliance with its obligations in the Agreement in connection with Invoice Capture, Concur will achieve an Invoice Capture Completion Time of no more than either 24 or 48 Business Hours, as applicable, for 95% of total Invoice Capture Transactions completed in each calendar month (“Invoice Capture SLA”). Concur will undertake commercially reasonable efforts to monitor and track its compliance with the Invoice Capture SLA. The applicable expedited Invoice Capture Completion Time provided above depends on the Cloud Service subscribed to in Customer’s Order.

3.22.2. For the Cloud Service:

(a) “Actual Daily Transactions” means the actual number of Invoice Capture Transactions submitted into the Cloud Service by Customer on any given day.

(b) “Invoice Capture Completion Time” means, for all invoices (in the English language only) submitted for Invoice Capture, the time it takes for Concur to perform an Invoice Capture commencing from the time of invoice submission, excluding Excused Downtime.

(c) “Average Daily Transactions” means the average number of Invoice Capture Transactions submitted into the Cloud Service by Customer on average per day over the previous 30 days.

(d) “Business Hours” means the 120 hour period that begins at 00:00:01 Monday until 23:59:59 Friday, US Pacific time, excluding Concur holidays (which, for the purpose of this Invoice Capture SLA shall mean Christmas Eve, Christmas, New Year’s Eve, and New Year’s Day - observed in US Pacific time).

(e) “Excused Downtime” shall have the same meaning as “Excluded Downtime” as included in the Cloud Service Level Agreement for SAP Cloud Services.

3.22.3. Customer’s exclusive remedy and Concur’s entire liability for failure to achieve the Invoice Capture SLA shall be as follows: Upon Customer’s written request, Concur will promptly investigate the root cause(s) of the failure and deliver to Customer notification identifying such root cause(s), use its commercially reasonable efforts to correct the problem and to begin meeting such Invoice Capture SLA as soon as practicable, and advise Customer of the status of such corrective efforts. If Concur fails to meet the Invoice Capture SLA in any 2 months in a 12 consecutive month period, then Customer shall have the right to terminate the Invoice Capture extended service and the Invoice Capture, expedited service add-on, by delivery of a written notice of service termination to Concur received within 30 days of the failure to meet the Invoice Capture SLA. Such service termination shall not be construed as termination of the Agreement or otherwise affect in any way the order for any other Concur service.

3.22.4. If any one of the following conditions exist during a given Billing Cycle, Customer will not be entitled to the exclusive remedy above regardless of Concur’s failure to achieve the Invoice Capture SLA: material changes by Customer to the “customized capture guidelines” as configured in the Cloud Service that, in Concur’s reasonable opinion, result in significant increases in net volume of Transactions for Invoice Capture or result in a material impact on Concur’s provision of Invoice Capture; or the Actual Daily Transactions exceeds the Average Daily Transactions by more than 200%.

3.23. INVOICE LINE-ITEM CAPTURE

3.23.1. Cloud Service provides scanning or inputting and validation of receipt and image capture of invoices, check requests, credit memos, and debit memos (collectively referred to below as “invoices”) and the uploading, validation, and assignment of such invoices in the Invoice Processing service for routing to begin the workflow process.

3.23.2. Cloud Service validates and inputs the following into Concur Invoice at the Header level: (a) Vendor name, invoice number, invoice date, invoice total, invoice owner, tax field, and PO Number; and (b) for Customers of Professional edition, Customer can elect to have the following additional fields captured: invoice tax total, invoice shipping total, invoice owner, tax field, and PO number.

3.23.3. Cloud Service validates and inputs the following into Concur Invoice at the Line Item level: (a) Unit price, quantity, description, line total, tax field; and (b) for Customers of Professional edition, part number, description, quantity, tax field, and unit price.

3.23.4. Cloud Service includes an average of 5 line items per invoice. Line items in excess of the average incur an incremental charge. The incremental charge is calculated based on the greater of (a) the actual invoice count in excess of the base invoice count for Invoice Line Item Capture, or (b) the actual line item count in excess of the total line items included in Invoice Line Item Capture for the actual invoice count in a given billing period.

3.23.5. Single invoices exceeding 40 line items are processed as a single line item, capturing only the invoice total. All utility invoices are also processed as a single line item.

3.24. INVOICE LINE-ITEM CAPTURE, EXPEDITED SERVICE

3.24.1. Commencing with the first Billing Cycle for Invoice Line Item Capture and subject to the conditions in Customer's ordering document with respect to Invoice Line Item Capture and Customer's compliance with its obligations in the Agreement in connection with Invoice Line Item Capture, Concur will achieve an Invoice Line Item Capture Completion Time of no more than either 24 or 48 Business Hours, as applicable, for 95% of total Invoice Line Item Capture Transactions completed in each calendar month ("Invoice Line Item Capture SLA"). Concur will undertake commercially reasonable efforts to monitor and track its compliance with the Invoice Line Item Capture SLA. The applicable expedited Invoice Line Item Capture Completion Time provided above depends on the Cloud Service subscribed to in Customer's Order.

3.24.2. For the Cloud Service:

(a) "Actual Daily Transactions" means the actual number of Invoice Line Item Capture Transactions submitted into the Cloud Service by Customer on any given day.

(b) "Invoice Line Item Capture Completion Time" means, for all invoices (in the English language only) submitted for Invoice Line Item Capture, the time it takes for Concur to perform an Invoice Line Item Capture commencing from the time of invoice submission, excluding Excused Downtime.

(c) "Average Daily Transactions" means the average number of Invoice Line Item Capture Transactions submitted into the Cloud Service by Customer on average per day over the previous 30 days.

(d) "Business Hours" means the 120 hour period that begins at 00:00:01 Monday until 23:59:59 Friday, US Pacific time, excluding Concur holidays (which, for the purpose of this Invoice Line Item Capture SLA shall mean Christmas Eve, Christmas, New Year's Eve, and New Year's Day - observed in US Pacific time).

(e) "Excused Downtime" shall have the same meaning as "Excluded Downtime" as included in the Cloud Service Level Agreement for SAP Cloud Services.

3.24.3. Customer's exclusive remedy and Concur's entire liability for failure to achieve the Invoice Line Item Capture SLA shall be as follows: Upon Customer's written request, Concur will promptly investigate the root cause(s) of the failure and deliver to Customer notification identifying such root cause(s), use its commercially reasonable efforts to correct the problem and to begin meeting such Invoice Line Item Capture SLA as soon as practicable, and advise Customer of the status of such corrective efforts. If Concur fails to meet the Invoice Line Item Capture SLA in any 2 months in a 12 consecutive month period, then Customer shall have the right to terminate the Invoice Line Item Capture extended service and the Invoice Line Item Capture, expedited service add-on, by delivery of a written notice of service termination to Concur received within 30 days of the failure to meet the Invoice Line Item Capture SLA. Such service termination shall not be construed as termination of the Agreement or otherwise affect in any way the order for any other Concur service.

3.24.4. If any one of the following conditions exist during a given Billing Cycle, Customer shall not be entitled to the exclusive remedy above regardless of Concur's failure to achieve the Invoice Line Item Capture SLA: material changes by Customer to the "customized capture guidelines" as configured in the Cloud Service that, in

Concur's reasonable opinion, result in significant increases in net volume of Transactions for Invoice Line Item Capture or result in a material impact on Concur's provision of Invoice Line Item Capture; or the Actual Daily Transactions exceeds the Average Daily Transactions by more than 200%.

3.25. CONCUR SALESFORCE CONNECTOR

3.25.1. Cloud Service provides a non-custom, real-time integration for existing SAP Concur and Salesforce instances.

3.25.2. The performance of Customer's Salesforce instance determines the processing speed of the connector.

3.26. QUICKBOOKS INTEGRATION FOR INVOICE PROCESSING

3.26.1. Cloud Service provides a non-custom, configurable, packaged financial connector providing integration between Customer Data and QuickBooks Pro®, Premier, and Enterprise desktop versions and QuickBooks Essentials and Plus online versions in the United States, Canada (a US version of QuickBooks is required for Customers located in Canada), and in certain circumstances, the United Kingdom.

3.26.2. Cloud Service requires the use of the Intuit Partnership Platform to exchange data.

3.26.3. Any lack of availability of the Intuit Partnership Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects Customer's ability to exchange data and the processing speed of the connector.

3.27. SAGE INTACCT INTEGRATION; SAGE INTEGRATION FOR CONCUR INVOICE

3.27.1. Cloud Service provides a non-custom, configurable, packaged financial connector providing integration between the applicable SAP Concur Service and the Sage Intacct Platform.

3.27.2. Cloud Service requires the use of the Sage Intacct Platform to exchange Customer Data between the SAP Concur Service and the Sage Intacct Platform.

3.27.3. Any lack of availability of the Sage Intacct Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects Customer's ability to exchange data and the processing speed of the connector.

3.28. XERO ACCOUNTING INTEGRATION; XERO ACCOUNTING INTEGRATION FOR CONCUR INVOICE

3.28.1. Cloud Service provides a non-custom configurable, packaged financial connector providing integration between the applicable SAP Concur Service and the Xero Accounting Platform.

3.28.2. Cloud Service requires the use of the Xero Accounting Platform to exchange Customer Data between the SAP Concur Service and the Xero Accounting Platform.

3.28.3. Any lack of availability of the Xero Accounting Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects Customer's ability to exchange data and the processing speed of the connector.

3.29. CONCUR FINANCIAL CONNECTOR

3.29.1. Cloud Service provides a configurable, packaged financial connector (each, a "Financial Connector") providing for the transfer of data between Customer's configuration of the SAP Concur Service and the applicable Customer-supported financial accounting system.

3.29.2. A separate Financial Connector is required for each instance of Customer's applicable financial accounting system. Available connectors and supported financial systems, along with qualification requirements are set forth in Documentation.

3.29.3. Cloud Service requires the use of Customer's applicable financial accounting systems to exchange Customer Data between the SAP Concur Service and Customer's applicable financial accounting systems.

3.29.4. Any lack of availability of Customer's applicable financial accounting systems due to scheduled maintenance, unscheduled outages, or otherwise, affects Customer's ability to exchange data and the processing speed of the connector.

3.30. NETSUITE INTEGRATION

3.30.1. Cloud Service provides a Financial Connector to pass data between Customer's SAP Concur Service and Customer's NetSuite financial accounting instance.

3.30.2. For customers not on Professional edition of the Cloud Service, a separate connector may be required for each of Customer's NetSuite instances.

3.30.3. Cloud Service requires the use of Customer's applicable financial accounting systems to exchange Customer Data between the SAP Concur Service and Customer's applicable financial accounting systems.

3.30.4. Any lack of availability of Customer's applicable financial accounting systems due to scheduled maintenance, unscheduled outages, or otherwise, affects Customer's ability to exchange data and the processing speed of the connector.

3.31. CLIENT WEB SERVICES

3.31.1. Cloud Service provides access to a suite of SAP Concur developer APIs and toolkits to enable Customers to build custom solutions.

3.31.2. For the Cloud Service:

(a) "API Keys" means the API keys, access tokens, account numbers, and other access credentials issued by SAP Concur to Customer to access the SAP Concur Servers and use the Concur APIs.

(b) "Code Library" means executable code or source code made available by SAP Concur to Customer in connection with each Concur API for use by Customer in Customer Software.

(c) "Concur APIs" means SAP Concur's application programming interfaces, written specifications, directions, instructions, and other documentation publicly documented and made generally available by SAP Concur to Customer (excluding the Sample Code), which provide Customer with programmatic access to the SAP Concur Service functionality, data, or business logic to exchange Customer Functionality, Customer Data, or Customer Business Logic with the SAP Concur Servers.

(d) "Customer Business Logic" means the business logic provided to the SAP Concur Servers by Customer Software.

(e) "Customer Functionality" means the functionality provided to the SAP Concur Servers by Customer Software.

(f) "Customer Software" means the software owned (or licensed from third parties), used, and hosted by Customer to access the SAP Concur Servers and use the Concur APIs.

(g) "CWS Incident" means any reproducible error, issue, problem, or defect in the Concur APIs

(h) "Modified Code" means improvements, derivative works, and other modifications created by or on behalf of Customer of the Sample Code, the Code Library, or other tools in the SAP Concur Software Development Kit.

(i) "Sample Code" means the sample source code, scripts, and other software made available by SAP Concur to Customer related to each Concur API for use with Customer Software.

(j) "SAP Concur Servers" means the SAP Concur internet servers and networks made available by SAP Concur to Customer to use the Concur APIs.

(k) "SAP Concur Software Development Kit" means the Sample Code, Code Library, or other tools that SAP Concur provides to Customer under the Agreement in connection with Client Web Services to aid Customer's development and debugging of its code that uses Concur APIs.

3.31.3. SAP Concur grants Customer a nonexclusive, nontransferable license to:

(a) use the Concur APIs to develop Customer Software and customize and configure Customer's systems and networks solely as necessary to interface with the Concur Servers;

(b) create Modified Code and incorporate the Sample Code, Code Library or Modified Code into Customer Software;

(c) use Sample Code, the Code Library or Modified Code incorporated in Customer Software to interface with the Concur Servers; and

(d) access the Concur Servers and send and receive Customer Data, Customer Functionality, and/or Customer Business Logic to and from the Concur Servers. Customer may not use the Concur APIs for any other purpose or improve, prepare derivative works of, or otherwise modify, the Concur APIs.

3.31.4. Customer will treat all API Keys as Confidential Information of SAP Concur and will be solely responsible for all use of the Concur APIs using such API Keys by or on behalf of Customer.

3.31.5. Initial onboarding services of up to 10 hours are available to Customer to provide a general overview, activation, and initial standard setup services. Such initial onboarding services must be scheduled within 6 months of the initial effective date of the order for the Cloud Service.

3.31.6. Neither the initial onboarding nor Customer's support services for this or other Services include (a) any commitment to build, program, code or complete Modified Code or any custom integration solution; (b) any dedicated resources related to Customer's use of the Concur APIs; or (c) any consulting, advice or modifications to external APIs or third party solutions that are outside of SAP Concur products or services. Customer is fully responsible for developing their own Modified Code and custom integration solution; provided, however, that additional billable consulting services are available to Customer upon Customer's request, and will be scoped, quoted and provided by SAP Concur various service team(s).

3.31.7. SAP Concur will notify Customer of material changes to the Concur APIs at least 6 months in advance of any change; provided, however, that SAP Concur can revise, suspend, or cancel any or all Concur APIs, at any time, in accordance with the Concur API Lifecycle and Deprecation Policy currently located at the following (or a successor) link: https://developer.concur.com, which Policy can be reasonably updated by SAP Concur from time to time. SAP Concur can also suspend or cancel any or all the Concur APIs immediately, with or without notice to Customer, in the event of an actual or reasonably suspected security breach or threat.

3.31.8. Customer is solely responsible for the coding of any connection to the Concur APIs and for any changes to its interfaces required to support new releases of the Concur APIs. SAP Concur is not responsible for any functional limitations of the Concur APIs caused by Customer's failure to update its Modified Code to support revisions and new releases of the Concur APIs.

3.31.9. Customer may not introduce into the Concur APIs, via Modified Code or otherwise, or include in or with any Customer Software, any code designed to interfere with the normal operation of the SAP Concur Service or any program routine, device, or other undisclosed feature, including a time bomb, virus, malware, spyware, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, or other disruptive software, or any software code, which is designed to delete, disable, deactivate, disrupt, damage, or perform unauthorized actions on a computer system.

3.31.10. Customer must not access or attempt to access through the Concur APIs any data other than its Customer Data.

3.32. EXTRACT SERVICES

3.32.1. Cloud Service provides up to 15 Non-Historical extract file layouts. Extract files may be developed according to Customer specifications in order to create and deliver import-ready files for Customer target systems, which Customer can then use for financial accounting, payment, remittance, attendee spend, or other similar services.

3.32.2. Modifications of Extract Files may be requested by Customer solely to accommodate modifications to the SAP Concur Service that are either (a) made by SAP Concur, or (b) made by Customer if SAP Concur approves such modifications in writing in advance, such modifications support configuration modifications or system upgrades to the applicable Customer target system(s), and, in SAP Concur's sole discretion, such modifications are necessary for the continued function of the Extract Files. Any Customer request for a new Extract File layout to accommodate a Customer modification to the desired integration must be provided in writing, and such a request for a new integration(s) based on a new target system, an expansion of the SAP Concur Service, or an expansion of the target systems to accommodate additional integration scenarios. Any other processes and requirements for development and modification are set forth in Documentation.

3.32.3. SAP Concur does not provide consulting services of any kind or nature, including any advice or recommendations with regard to the use of the Extract Files with Customer's target system. Customer must rely on its internal or third-party resources to support the use of the Extract Files in conjunction with Customer's target system. Customer must have internal or third-party resources to support the definition of specifications and to troubleshoot errors within the target system.

3.32.4. Customer is solely responsible for obtaining any authorization or permission necessary, including all licenses necessary, for SAP Concur to provide the Extract Services to be used with Customer's target system(s).

3.32.5. For the Cloud Service:

3.32.6. "Extract Files" means import-ready data files created by SAP Concur using the applicable SAP Concur Service then-current transactional data related to expense reports or invoices, but not historical data. The format for such files is either fixed width, delimited flat files, or structured files. In no event do Extract Files use or include images, such as .pdf or.jpeg; and (b) "Non-Historical" means that data contained in the extract file is data not previously provided in an accounting extract. Each run of an extract produces all transactions since the previous run of the same extract job.

3.33. BUDGET

3.33.1. Use of Concur Budget API functionality requires Client Web Services.

3.34. MANAGED RATE ADMINISTRATION

3.34.1. Cloud Service provides access to one or more SAP Concur consultants who work with Customer to support optimization of travel allowances, mileage rates, VAT configuration, and taxability and deductibility of expenses.

3.34.2. Cloud Service availability and process for access is set forth in Documentation. Language support is available in English, German, French, Spanish, and Chinese (Mandarin/Cantonese).

3.34.3. Customer is permitted up to a total of 40 configuration changes per contract year for travel allowance, VAT, and taxability and deductibility configurations, and unlimited mileage rate configuration changes.

3.34.4. Customer authorizes SAP Concur to (a) initiate, on Customer's behalf, changes to the configuration of Customer's existing travel allowances, mileage rates, VAT configuration, and taxability and deductibility features within the Expense or Travel & Expense service type; and (b) liaise, on Customer's behalf, if applicable, with its designated Travel Management Company representative in response to service requests made by Customer.

3.35. CONCUR DETECT BY OVERSIGHT; CONCUR DETECT BY OVERSIGHT, SPECIALIZED EDITION

3.35.1. Cloud Service includes services delivered by SAP Concur's third-party provider, Oversight Systems, Inc. ("Oversight"). Service automates the analysis of an expense report submitted into Expense based on Customer's policy, and identifies expense report exceptions allowing Customer's selected administrators to take additional action. The analysis of an expense report includes receipt analysis, unauthorized purchase detection based on receipt data and Customer policy, anomaly detection, including from user spending and violation patterns, and flagging of Customer-defined parameters.

3.35.2. Cloud Service includes license of (a) for Concur Detect up to 27 Authorized Users with full audit workbench functionality, 3 Authorized Users with dashboard access, and 4 email templates for Concur Detect, or (b) for Concur Detect, specialized edition, up to 5 Authorized Users with workbench functionality, 3 Authorized Users with dashboard access, and 4 email templates.

3.35.3. Cloud Service includes (a) up to 2 weeks of implementation support services for Concur Detect, or (b) up to 3 weeks of implementation support services for Concur Detect, specialized edition. Other training available as set forth in Documentation.

3.35.4. The following exception to the Cloud Service Level Agreement referred to in the System Availability SLA section below apply to this Service: "Credit" means 1% of Monthly Subscription Fees for each 1% below the System Availability SLA, not to exceed 100% of Monthly Subscription Fees.

3.36. CONCUR DETECT BY OVERSIGHT, COMPANY BILL STATEMENTS

3.36.1. Cloud Service includes services delivered by Oversight. Service provides additional automated controls and analysis of statement reports submitted to Expense.

3.36.2. Cloud Service applies machine learning technology to data and information, including Customer Data, for the purpose of continuously improving its reliability and efficacy in reviewing and analyzing receipts and expense reports for the purposes described above.

3.36.3. The following exception to the Cloud Service Level Agreement referred to in the System Availability SLA section below apply to this Service: “Credit” means 1% of Monthly Subscription Fees for each 1% below the System Availability SLA, not to exceed 100% of Monthly Subscription Fees.

3.37. WALKME PREMIUM FOR SAP CONCUR SOLUTIONS

3.37.1. WalkMe Premium for SAP Concur solutions provides customizable content, access to additional pre-built content and guides, and analytics functionality.

3.37.2. Changes made by SAP Concur to other Concur Services may interfere with custom content created by Customer, such as where content is tied to particular user interface elements. Customer is responsible for making any necessary updates to such content, and SAP Concur is not responsible for any business interruptions or support required.

3.37.3. As an exception to the Cloud Service Level Agreement referred to in the System Availability SLA section below apply to this Service, “Credit” means 2% of Monthly Subscription Fees for each 1% below the System Availability SLA, not to exceed 20% of Monthly Subscription Fees.

3.38. PRODUCTION SANDBOX ENVIRONMENT

3.38.1. Cloud Service provides a secondary production environment to enable Customers to conduct testing, validation, or training activities separate from their live production environment.

3.38.2. Travel fulfillment, itineraries and certain Travel service type configurations are not available in the Cloud Service. SAP Concur will identify any other limitations on available configurations or data within the Cloud Service in Documentation.

3.38.3. Cloud Service includes 1 secondary production environment.

3.38.4. SAP Concur will assist Customer upon request with up to 4 refreshes of Customer Data from Customer’s then-current live production instance during any annual period within their subscription term.

3.38.5. The Cloud Service Level Agreement referred to in the System Availability SLA section below does not apply to this Service.

3.38.6. Customer is responsible for evaluating its compliance with applicable data protection or other laws related to duplication of any personal data or other regulated or restricted data within a secondary production environment.

3.39. IC CARD INTEGRATION

3.39.1. Cloud Service enables the import of transaction data of Customer users from the use of the integrated circuit (IC) card payment system for Japanese Public Transport (JPT).

3.39.2. SAP Concur is not responsible for the terms of any IC card.

3.39.3. SAP Concur will identify any limitations on available JPT providers or data within the Cloud Service in Documentation.

3.39.4. SAP Concur is not responsible for accuracy of the data from JPT providers to the Cloud Service or the performance or availability of JPT provider networks.

3.39.5. Customer must operate SAP Concur’s Japan Public Transport module configured for SAP Concur’s most current user interface.

3.40. DATA DELIVERY SERVICE

3.40.1. Cloud Service provides Customer with up-to-date Customer Data and related information in a manner to permit ingestion and further use by Customer.

3.40.2. Customer Data available on implementation of the Service consists of year-to-date data along with data for the 2 preceding calendar years.

3.40.3. Customer Data fields and related information available, exclusions, formats, frequency of updates, and service levels are set forth in the Documentation. Documentation may also set forth any requirements for access, such as any certification, security assurances or other reasonable validation steps.

3.41. SELECT ACCESS SERVICES

3.41.1. Customer may activate and use SAP Concur's Select Access Services in conjunction with Customer's use of an applicable Cloud Service for additional fees based on actual usage of such Select Access Services. A list of Concur's Select Access Services and corresponding fees and related terms are posted on the Concur support portal website, incorporated herein by this reference, and subject to change from time to time as specified on such website.

3.42. DATA ACCESS AND EXPORT

3.42.1. Cloud Service enables Customer to make certain Customer Data for Customer's Concur Expense Cloud Service accessible to its authorized third parties for review.

3.42.2. The users of such third parties will be deemed Authorized Users. Customer Data access restrictions, configuration, role and geographic access and export options are described in Documentation.

3.42.3. Customer Data retention configurations for the Concur Expense Cloud Service do not apply to Customer Data duplicated as part of this Cloud Service. Customer must create and manage separate retention configurations for such Customer Data pursuant to the features or request processes provided by SAP Concur in Documentation.

3.42.4. As between Customer and SAP Concur, Customer is solely responsible for directing the retention and deletion of such Customer Data in the Cloud Service in accordance with the laws of the applicable jurisdiction. Customer acknowledges that the Cloud Service is not suitable for long term archiving of such Customer Data, and Customer will follow reasonable protocols established by SAP Concur for the extraction or deletion of data in the Cloud Service where Customer no longer has a reasonable legal purpose for retention.

3.43. JOULE PREMIUM FOR CONCUR SOLUTIONS

3.43.1. Cloud Service provides multiple capabilities and/or enhancements to certain Cloud Services subscribed to by Customer using artificial intelligence features and technologies.

3.43.2. Customer must maintain an active Joule embedded entitlement to use the Cloud Service.

3.44. COMPLETE BY SAP CONCUR AND AMEX GBT

3.44.1. Cloud Service provides integrated expense management, travel booking and related services.

3.44.2. Customer must obtain and/or maintain an active services agreement(s) with GBT Travel Services UK Limited ("GBT UK" and, together with its current and future affiliates, collectively, "Amex GBT") throughout the subscription term for Cloud Services. SAP Concur is not a party to such agreement(s) between Customer and Amex GBT and is not responsible for Amex GBT's performance under such agreement(s) or the use by Amex GBT of Customer Data exchanged to Amex GBT through the Cloud Service under such agreement or its compliance with any applicable laws.

3.44.3. Features and functionality of the Cloud Service may be limited or unavailable where Concur Travel or Concur Travel and Expense Cloud Service is configured for travel management companies other than Amex GBT.

3.44.4. Cloud Service may enable users to access travel supplier and travel management company sourced content, loyalty status entitlements, and other Customer corporate contract benefits. SAP Concur is not responsible for the terms on which such benefits are made available, or the availability or fulfillment of such benefits, by any third party.

4. SUPPORT

4.1. Cloud Service includes the Support Schedule for SAP Cloud Services located at the following link: http://www.sap.com/agreements-cloud-support. The Support Schedule for the Cloud Service does not include "SAP Preferred Success." All references to "SAP" in the Support Schedule for SAP Cloud Services mean "SAP Concur." Any prior references to the "Support Policy" mean the Support Schedule.

5. SERVICE CONFIGURATION CHANGE MANAGEMENT

5.1. SAP Concur maintains a configuration change management process, outlined below, for any configuration change of an existing implementation of a Cloud Service that requires SAP Concur assistance. All changes subject to this process are performed by SAP Concur only pursuant to a mutually acceptable service request, as described below ("Service Request"). This process does not apply to the addition of Cloud Services, which must be accomplished by an Order under the Agreement between SAP Concur and the Customer and are implemented pursuant to the implementation option selected for such additional Cloud Service option.

5.2. Either SAP Concur or the Customer can initiate a Service Request by identifying the need for the change to the other party and identifying a specific solution desired for implementation. The Service Request is routed to appropriate representatives of both parties to determine whether a requested change is appropriate or whether the change should be escalated within their respective organizations for further approval. These representatives also involve others within their respective organizations in reviewing the change, as applicable. SAP Concur representatives assist the Customer to understand the parameters of applicable service functionality in order to properly understand the nature and potential impact of the perceived need and accurately describe the desired change. Each party cooperates in good faith to determine the estimated level of effort in terms of hours and fees for the requested change, as applicable.

5.3. If the parties determine to move forward with the change, then the parties negotiate a mutually acceptable Service Request. Each Service Request is according to the standard form of SAP Concur and must include the following: (a) a detailed description of the work to be performed by SAP Concur under the Service Request, including any and all prerequisites, assumptions, and deliverables contemplated by the parties; (b) an estimated schedule for the work to be performed by SAP Concur under the Service Request; and (c) a description of all compensation to be paid to SAP Concur for all work to be performed under the Service Request (if any), including payment methodology and payment terms.

5.4. A Service Request must be executed by both SAP Concur and the Customer before SAP Concur begins work associated with the desired change. Once the Service Request is fully executed by both parties, SAP Concur begins work in accordance with the terms of the Service Request. SAP Concur can rely on a Service Request that is signed by a representative of the Customer.

6. SERVICE LEVEL AGREEMENT

6.1. Except as expressly set forth in the Agreement or elsewhere in this Service Description Guide, the Cloud Service includes SAP Concur's Service Level Agreement set forth below. All references to "SAP" in the Cloud Service Level Agreement for SAP Cloud Services mean "SAP Concur." The Cloud Service, excluding any test, no fee, and/or nonproduction environment(s), is delivered in accordance with the service level commitments below.

6.2. SAP Concur warrants to maintain an average monthly system availability for the production system of the SAP Concur Service as set forth in the Cloud Service Level Agreement for SAP Cloud Services located at: http://www.sap.com/agreements-cloud-service-level-agreement. Customer's sole and exclusive remedy for SAP Concur's breach of the System Availability SLA is the issuance of a credit in the amount described in the Cloud Service Level Agreement for SAP Cloud Services. Customer follows SAP Concur's posted credit claim procedure. When the validity of the service credit is confirmed by SAP Concur in writing (email permitted), Customer can apply the credit to a future invoice for the SAP Concur Service or request a refund for the amount of the credit if no future invoice is due. If SAP Concur fails to meet the System Availability SLA: (a) for 4 consecutive months, or (b) for 5 or more months during any 12-month period, or (c) at a system availability level of least 95% for 1 calendar month, Customer can terminate its subscriptions for the affected SAP Concur Service by providing SAP Concur with written notice within 30 days after the failure.

7. SECURITY STANDARDS

7.1. SAP Concur will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP Concur as part of the Cloud Service as described in the Data Processing Agreement (DPA) for SAP Cloud Services incorporated into customer's applicable order form in compliance with applicable data protection law.

8. ANALYSES

8.1. SAP Concur or its Affiliates can create analyses using, in part, Customer Data and information derived from Customer's use of the Cloud Service, as set forth below ("Analyses"). Analyses anonymize and aggregate information and are not considered "Customer Data" as defined in the Agreement. Unless otherwise agreed, personal data contained in Customer Data is used only to provide the Cloud Service. Analyses can be used for the following purposes: (a) product improvement (in particular, product features and functionality, workflows, and user interfaces); (b) improving resource allocation and support; (c) internal demand planning; (d) improving product performance; (e) verification of security and data integrity; and (f) identification of industry trends and developments, creation of indices, and anonymous benchmarking.

9. TRANSACTIONS

9.1. The following terms used in the Agreement have the meanings specified below:

(a) "Annual Period" means each 12-month period beginning on the Order Effective Date set forth in the applicable ordering document.

(b) "Base Transactions" means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in the applicable ordering document for a given Billing Cycle.

(c) "Billing Cycle" means the billing frequency specified in the applicable ordering document.

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

(e) "Production Availability" means, for the service type(s) ordered under an applicable ordering document, the date on which such service type is made available to Customer for production use.

(f) "Recurring Fee" means the fee to be paid for each Billing Cycle for the unit-based Extended Services based on the aggregate number of Base Transactions for the service type ordered as set forth on the applicable ordering document. The Recurring Fees are invoiced in advance of each Billing Cycle and the Incremental Transaction Fees, if any, related to the Transactions for which there are Recurring Fees are invoiced in arrears for the preceding Billing Cycle.

(g) "Service Type" means each primary service offering ordered as specified in the "Service Ordered" section of the applicable ordering document.

(h) "Transaction Fee" means the fee to be paid for each Billing Cycle consisting of: (1) the applicable Base Transaction Fee specified in the applicable ordering document; and (2) 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. 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.

(i) "Documents" means the number of expense reports processed by Concur Expense per year.

9.2. Unless specific to the corresponding type of Transaction described in the Transaction Table below, or otherwise set forth in a relevant ordering document, a "Transaction" is defined thus:

(a) For an Expense service type, an expense report (provided, however, that all submissions and resubmissions of a single expense report are counted as a single Transaction) that is submitted by or on behalf of a Customer user during a given Billing Cycle through the use of the Cloud Service.

(b) For a Travel service type, a booking, confirmation, and/or holding of a reservation or passenger name record (PNR) using the Travel service type for any one or more of the following: air, lodging, car, and/or rail. All Extended Services for the Travel service type share the Travel service type Transaction definition.

(c) For an Concur Invoice service type, a Payment Request (provided, however, that all submissions and resubmissions of a single payment request are counted as a single Transaction).

(d) For (1) Concur Request (standalone): A Concur Request; provided, however, that all submissions and resubmissions of a single request are counted as a single Transaction. Incremental fees are incurred when Customer exceeds their Concur Request commitment; and (2) Concur Request (add-on): An expense report; provided, however, that all submissions and resubmissions of a single expense report are counted as a single Transaction. Incremental fees are incurred when Customer exceeds their Expense or Travel and Expense commitment.

9.3. For any of the extended services within the Audit Services module, if a submitted expense report is audited and rejected, then the expense report submitted and audited after such rejection is counted as an additional Transaction.

9.4. All other transactions types (and definitions) are shown in the table below:

Service description	**Type of transaction**
Intelligent Audit	An expense report with respect to which SAP Concur performs an audit as reflected by the Cloud Service
Central Reconciliation	A Concur Request or expense report (as applicable to the Cloud Service Type ordered under the Agreement); provided, however, that all submissions and resubmissions of a single Concur Request or expense report, as applicable, are counted as a single Transaction
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report are counted as a single Transaction
Concur Tax Assurance by VATBox	An expense report that contains one or more expense lines that is subject to an indirect tax charge.
Expense Payment Manager	A payment made to a payee using Expense Payment Manager
Guaranteed Compliance Service	An expense report with respect to which SAP Concur performs an audit as reflected by the Cloud Service
Invoice Capture	A vendor payment request with respect to which SAP Concur performs Invoice Capture as reflected by the service
Invoice Line-Item Capture	A vendor payment request with respect to which SAP Concur performs Invoice Capture as reflected by the service
Invoice Payment Manager	A payment made to a payee using Invoice Payment Manager
Japanese Public Transport	An expense report that incorporates Japanese Public Transport expenses; provided, however, that all submissions and re-submissions of a single expense report are counted as a single Transaction

9.5. Notwithstanding anything in the Agreement to the contrary, for Cloud Services purchased from Concur Technologies, Inc., or Concur Japan Ltd. or Concur Holdings (Netherlands) B.V., 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.