



Master Subscription Agreement

This MASTER SUBSCRIPTION AGREEMENT is made by and between **Coupa Software, Inc.**, with its principal address at 1855 S. Grant St, San Mateo, CA 94402 ("**Coupa**"), and the company or other legal entity ("**You**" or "**Your**" or "**Customer**") that has executed an Order Form (as defined below) with Coupa or its authorized third party that references this Agreement.

The parties agree to the following terms and conditions set forth herein governing Your use of Coupa's Service (defined below):

1. *Definitions.* As used in this Agreement and in any Order Forms now or hereafter associated herewith:

(a) "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity; and "control" for the purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity; "**Agreement**" means collectively this Master Subscription Agreement, any Order Form, any SOW and any materials available on the Coupa website specifically incorporated by reference herein; "**Customer Data**" means any data, information or material provided or submitted by You to the Service in the course of using the Service; "**Effective Date**" means the subscription start date set forth in the Order Form; "**Administrators**" means those Users designated by You who are authorized to purchase subscriptions by executing written Order Forms and to create User accounts and otherwise administer Your use of the Service; "**Term**" or "**Subscription Term**" means the period(s) during which a specified number of Users are authorized to use the Service pursuant to an Order Form; "**Order Form**" means the order form or other similarly titled document evidencing the purchase of subscriptions to the Service and any subsequent Order Forms agreed to by the parties specifying, among other things, the Subscription Term, the number of Users, the applicable fees, the billing period, and any services purchased or other charges as agreed to between the parties; "**Service**" means Coupa's online spend management solutions or other services and associated content, as identified on an Order Form, developed, operated, and maintained by Coupa, and made accessible via <http://www.coupa.com> or another website or IP address designated by Coupa, or ancillary online or offline products and services provided to You by Coupa, to which You are granted access under an Order Form; "**SOW**" means a separate statement of work or other similarly titled document agreed to by the parties specifying, among other things, the scope of professional services to be provided by Coupa; "**Upgrade**" means a new version of the Service released by Coupa that may add new and different functions to, or increase the capacity of, its Service, and includes revisions to documentation as a result of such upgrades (provided that Upgrade does not include additional functionality that Coupa makes available through the Service after the Effective Date for which Coupa requires a separate charge); and "**Users**" means Your employees, representatives, consultants, contractors, subcontractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Coupa at Your request).

2. *Service.*

(a) *Provision of Service.* Subject to this Agreement, Coupa will make the Service available to You pursuant to this Agreement and all Order Forms during a Subscription Term. You agree that Your purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Coupa with respect to future functionality or features. Coupa shall: (i) use commercially reasonable efforts to provide to You support for the Service, as purchased by You on each Order Form, in accordance with documentation found and updated from time to time at



<http://www.coupa.com/purchasing-procurement-services/procurement-services-overview>; (ii) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week; and (iii) provide the Service only in accordance with applicable laws and government regulations.

(b) *Upgrades.* Upgrades are included as part of Your Service during the Subscription Term.

(c) *User Reassignment.* User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require use of the Service. Unless otherwise specified in the relevant Order Form, the replacement User shall be under the same Subscription Term of the original User.

(d) *Additional Users.* Additional Users may be added pursuant to the applicable Order Form (with the additional User fees being pro-rated for the remainder of the Subscription Term) and unless otherwise specified in the relevant Order Form, the Subscription Term of additional Users shall be coterminous with the expiration of the Subscription Term in effect at the time the additional Users are added.

(e) *Affiliates.* Affiliates may purchase and use User subscriptions subject to the terms of this Agreement by executing an Order Form hereunder.

(f) *Service Levels.* If service outages result in a failure of the Service to meet an uptime availability requirement of 99.8% over a calendar month, Your sole and exclusive remedy shall be a service credit equal to the greater of (i) ten percent (10%) of the subscription fees for that calendar month or (ii) the actual unavailability rate for that calendar month (e.g., if the Service has an uptime availability of 85% during a calendar month, then the service credit shall be fifteen percent (15%) of the subscription fees for that calendar month). Coupa will credit the refund to You during the next billing cycle unless the refund is reasonably disputed by Coupa, in which case You and Coupa will work together in good faith to resolve such dispute in a timely manner. The following events shall be excluded in calculating uptime availability: (1) planned maintenance (which Coupa shall give twenty-four (24) or more hours' notice via the Service and by email to Users who register for maintenance notifications) and (2) any unavailability caused by circumstances beyond Coupa's reasonable control, including without limitation, unavailability due to You or Your Users' acts or omissions, Internet service provider failures or delays, failure or malfunction of equipment or systems not belonging to or controlled by Coupa, acts of God, acts of government, natural disasters, fire, civil unrest, acts of terror, strikes or other labor problems other than those involving Coupa's employees (collectively, "**Excused Downtime**"). Uptime availability is calculated as follows:

$$[(\text{total} - \text{nonexcluded} - \text{excluded}) \div (\text{total} - \text{excluded})] * 100$$

Where: *total* means the total number of minutes in a calendar month; *nonexcluded* means downtime that is not *excluded*; and *excluded* means Excused Downtime (as defined above).

3. Your Responsibilities.

(a) *User Accounts.* You are responsible for all activity occurring under Your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Coupa promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) notify Coupa promptly and use reasonable efforts to stop promptly any use, copying, or distribution of the Service that is known or suspected by You or Your Users; and (iii) not impersonate another Coupa user or provide false identity information to gain access to or use the Service.

(b) *Storage.* You are entitled to store up to twenty-five gigabytes (25 GB) of structured (database records) and unstructured (documents, images, attachments) data on the Service. If You require additional storage on the Service, such storage may be purchased at any time from Coupa (or its authorized third party).



(c) *Restrictions.* You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, disclose, or otherwise commercially exploit or make available to any third party in any manner the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet “links” to the Service or “frame” or “mirror” the Service on any other server or wireless or Internet-based device; (iv) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, or (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Service (except to the extent that applicable law prohibits reverse engineering restrictions), or (except as expressly permitted herein) access the Service, or copy any ideas, features, functions or graphics of the Service (vi) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (vii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material violative of third party privacy rights; (viii) use the Service to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ix) modify, interfere with or disrupt the integrity or performance of the Service (including the data contained therein); or (x) attempt to gain or permit unauthorized access to the Service or its related systems or networks.

4. *Account Information and Data.*

(a) *Ownership.* As between Coupa and You, You exclusively own all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data.

(b) *Protected Information.* You expressly acknowledge and agree that Coupa shall have no liability to You or Your suppliers for any data submitted by You or Your suppliers that is Personal Information (as defined below) or any Protected Health Information subject to the Health Insurance Portability and Accountability Act (“HIPAA”) (where “**Protected Health Information**” has the meaning set forth in HIPAA). As used herein, “**Personal Information**” means an individual’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such individual: (i) Social Security number; (ii) driver’s license number or state-issued identification card number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident’s financial account. You agree not to upload and shall cause your suppliers not to upload any Protected Health Information or Personal Information to the Service. Coupa may immediately and upon notice suspend all or portion of Your or Your supplier’s access to the Service (without any liability to You or Your supplier in connection with such suspension) if Coupa has a good faith belief that You or Your supplier has breached the restrictions in this subsection. Coupa shall provide You with prompt notice for the reasons for any suspension under this section.

5. *Privacy Disclosure.* Coupa’s privacy policy may be viewed at <http://www.coupa.com>. Coupa reserves the right to modify its privacy policy in its reasonable discretion from time to time. Coupa will provide notification of the material changes to this privacy policy through the Coupa website at least thirty (30) business days prior to the change taking effect. Notwithstanding the foregoing, Coupa will not materially diminish Your privacy during the Term.

6. *Ownership.* Coupa alone (and its licensors, where applicable) shall own all right, title and interest in and to the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service. The Coupa name, the Coupa logo, and the product names associated with the Service are trademarks of Coupa or third parties, and no right or license is granted to use them. All rights not expressly granted to You are reserved by Coupa and its licensors.

7. *Third Party Interactions.*



(a) During use of the Service, You may enter into correspondence with, purchase goods and/or services from, or participate in promotions of suppliers, advertisers or sponsors showing or otherwise making available their goods and/or services on or through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between You and the applicable third party. You agree that Coupa and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between You and any such third-party.

(b) Coupa agrees that it will not charge Your suppliers for the right to interact with You through the Service.

8. *Billing and Payment of Fees.* Coupa (or a third party authorized by Coupa to charge fees and receive payment) charges and collects in advance for use of the Service. All payment obligations are non-cancellable and all amounts paid are nonrefundable except as otherwise specified in this Agreement. Coupa (or its authorized third party) will issue one or more invoices to You as specified in the Order Form and You agree to pay such amounts not subject to a good faith dispute when and as specified in the Order Form and if any such invoice is more than 30 days overdue, Coupa (or its authorized third party) may, without limiting its other rights and remedies, suspend the Service until such invoice is paid in full. You agree to pay Coupa (or its authorized third party) in the currency specified on the Order Form and if no currency is specified, payment shall be in U.S. dollars. Fees from Coupa (or its authorized third party) are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on income of Coupa (or its authorized third party). You agree to provide complete and accurate billing and contact information. You agree to update this information promptly upon any change to it. If the contact information You have provided is fraudulent, Coupa (or its authorized third party) reserves the right to terminate Your access to the Service in addition to any other legal remedies. If You believe Your bill is incorrect, You must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit; otherwise such dispute shall be waived.

9. *Confidentiality.*

(a) As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without either use of the Confidential Information or breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

(b) The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

(c) If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and any information so disclosed shall continue to be treated as Confidential Information for all other purposes.



(d) Except as expressly provided in this Agreement, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

(e) Notwithstanding the foregoing, Coupa may use and report on Customer Data and other data and metrics related to Your use of the Service in an aggregate and anonymous manner to support benchmarking or similar features of the Service (“Authorized Use”) provided such Authorized Use does not result in disclosure of Your Confidential Information.

10. Term; Termination, Survival.

(a) The Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with the Order Forms subject to this Agreement have expired or terminated.

(b) User subscriptions commence on the subscription start date specified in the relevant Order Form and continue for the Subscription Term specified therein. User subscriptions shall automatically renew for additional periods of one year on the same terms unless either party gives the other notice of non-renewal or a new price quote at least 30 days prior to the end of the relevant Subscription Term.

(c) A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(d) Upon any termination for cause by You, Coupa shall refund any prepaid fees covering the remainder of the Subscription Term after the date of termination. Termination shall not relieve You of the obligation to pay any fees accrued or payable to Coupa prior to the effective date of termination.

(e) Upon Your request within 30 days after the effective date of termination, Coupa will make available for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Coupa shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

(f) Upon expiration or termination of the Agreement, Sections 3(c) and 4 through 19 of this Agreement shall survive.

11. Representations and Warranties.

(a) Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to bind the entity named below.

(b) During the Term of the Agreement, Coupa represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the documentation found and updated from time to time at <http://www.coupa.com/solutions/spend-management-solutions>; and (iii) the functionality of the Service will not be materially decreased during a Subscription Term.

(c) You represent and warrant that You have not falsely identified yourself nor provided any false information to gain access to the Service, that Your billing information is correct, that You are a business and not a consumer, and that You have all necessary rights to provide all information provided hereunder.

12. Indemnification.



(a) Subject to this Agreement, Coupa shall defend, indemnify and hold You harmless against any expense, liability, loss, damage or costs (including reasonable attorneys' fees), each to the extent payable to a third party, incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against You by a third party alleging that the Service as provided hereunder infringes any issued U.S. patent, U.S. copyright, or other intellectual property right of such third party. Notwithstanding the foregoing, if Coupa reasonably believes that Your use of any portion of the Service is likely to be enjoined by reason of any Claims then Coupa may, at its expense and in its sole discretion: (i) procure for You the right to continue using the Service; (ii) replace the same with other services of equivalent functions and efficiency that is not subject to any Claims of infringement; or (iii) modify the applicable Service so that there is no longer any infringement, provided that such modification does not adversely affect the functional capabilities of the Service as set out herein or the applicable Order Form. If, in Coupa's opinion, (i), (ii), and (iii) above are infeasible or commercially impracticable, Coupa may, in its reasonable discretion, terminate the applicable Service and refund to You the fees paid by You for the portion of the Service period that was paid by You but not rendered by Coupa. The foregoing indemnification obligation of Coupa shall not apply: (1) if the Service is modified by any party other than Coupa, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-Coupa products, applications, or processes not authorized by Coupa, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to any third party deliverables or components contained within the Service that are not provided by Coupa; or (5) to any Claims arising as a result of the content of the Customer Data. THIS SECTION SETS FORTH COUPA'S SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

(b) You shall defend, indemnify and hold Coupa harmless against any expense, liability, loss, damage or costs (including reasonable attorneys' fees), each to the extent payable to a third party, incurred in connection with Claims made or brought against Coupa by a third party arising from or relating to Your use of the Customer Data or a dispute between You and Your suppliers arising from Your use of the Service to exchange information with or conduct business with such supplier.

(c) Each party's indemnity obligations are subject to the following: (i) the indemnified party shall promptly notify the indemnifier in writing of any Claims; (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that the indemnifier may not settle any Claims that requires the indemnified party to admit any civil or criminal liability or incur any financial obligation without the indemnified party's consent, which consent shall not be unreasonably withheld); and (iii) the indemnified party shall cooperate fully to the extent necessary at the indemnifier's cost in such defense and settlement.

13. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COUPA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE AND ALL ASSOCIATED CONTENT ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COUPA AND ITS LICENSORS.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE UNDER THE AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICE, INCLUDING THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INTERRUPTION,



INACCURACY, ERROR, OR OMISSION, IN THE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO (A) LIABILITY ARISING UNDER SECTIONS 9 (CONFIDENTIALITY) OR 12 (INDEMNIFICATION) AND (B) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Local Laws and Export Control. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

16. Notice. Except as provided elsewhere in this Agreement, either party may give notice by written communication sent by next-day mail delivered by a nationally recognized delivery service to: (i) if to You, to Your address on record in our account information or (ii) if to Coupa, to 1855 S. Grant Street, San Mateo, CA 94402, addressed to the attention of: Legal Dept. Such notice shall be deemed to have been given upon the expiration of 24 hours after mailing.

17. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. If such a termination is by You, Coupa shall refund to You any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of such termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

18. Security Audit Report. During any Subscription Term, upon Your written request, Coupa shall provide to You the most recently issued copy of Coupa's Statement on Standards for Attestation Engagements No. 16 ("SSAE 16") report, which shall be deemed to be the Confidential Information of Coupa, and such copy may be retained by You for archival records.

19. Miscellaneous.

(a) This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service ("Dispute") commenced or initiated by You shall be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California (and the parties hereby consent to jurisdiction and venue in the U.S. federal courts located in the Northern District of California). Any Dispute commenced or initiated by Coupa shall be subject to the exclusive jurisdiction of the courts located closest to Your address set forth in the opening paragraph of this Agreement. However, notwithstanding the above any Dispute shall be submitted to and finally settled by arbitration in San Francisco, California for any arbitration commenced or initiated by You, and in a city closest to Your address set forth in the opening paragraph of this Agreement for any arbitration commenced or initiated by Coupa, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.



(b) The Agreement comprises the entire agreement between You and Coupa and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. In the event of any conflict between this Master Subscription Agreement and the Order Form, this Master Subscription Agreement shall govern to the extent of such conflict. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

(c) No joint venture, partnership, employment, or agency relationship exists between You and Coupa as a result of the Agreement or use of the Service.

(d) The failure of a party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision.

(e) The prevailing party in any dispute arising under this Agreement shall be awarded its reasonable attorney fees and costs.

20. Government Users (Only). As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Software and accompanying documentation provided by Coupa Software are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

[End of Agreement]