



**AMENDMENT NUMBER 3  
OF MASTER AGREEMENT CNR01355  
BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
CONCUR TECHNOLOGIES, INC.**

**ATTACHMENT A**

**SAP Concur Service Description Guide – Professional & Premium Editions and Pricing/Discount Schedule**



Attachment A - SAP  
Concur Service Desc

Concur Technologies, Inc. shall offer a minimum 15% discount from its then-current list price for all eligible services as provided and described in the most current SAP Concur Service Description Guide – Professional & Premium Editions attached hereto as Attachment A. The pricing/discount schedule shall apply to all Concur services that are priced on an annual recurring basis. The foregoing discount shall not apply to (i) one-time fees (e.g., set-up fees), (ii) services for which the pricing is dependent upon a third-party (e.g. GDS fees for travel bookings), or (iii) any services that are sold through a third-party.

*Example Reference pricing:*

***“For Member reference only, the following pricing is a representative example of Supplier list pricing:***

*Included Services: Travel; Expense; Request; Service Administration for Higher Education; Intelligence. 500 transactions/quarter: \$6,934.00”*

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# **SAP Concur Service Description Guide – Professional & Premium Editions**

**1-Mar-2019**

**Version 1.2**

**LGL-002**

### Proprietary Statement

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### Document Information

<b>Document Title</b>	SAP Concur Service Description Guide – Professional & Premium Editions
<b>Security Classification</b>	CONFIDENTIAL Refer to the SAP Concur Sensitive Information Policy for handling procedures.
<b>Document Purpose</b>	This document describes services provided by SAP Concur to its customers.
<b>Document Owner</b>	SAP Concur Legal
<b>Review Cycle</b>	Quarterly
<b>Control Framework</b>	
<b>Intended Audience</b>	This document is written for SAP Concur customers.

### Associated Documents

Document Title

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### 1 Service Overview

This Service Description Guide describes certain SAP® Concur® on-demand business services (each, a “Service”) provided by Concur Technologies, Inc. and its affiliated companies (collectively, “SAP Concur” or “Concur”) to its customers (each, a “Customer”) utilizing SAP Concur software that is hosted and managed by SAP Concur and accessed by the Customer over the Internet, as such Service may be reasonably modified by SAP Concur from time to time. All undefined capitalized terms herein shall have the meanings ascribed in the Agreement for the Service. The Service may include the following Service Types with the option to order additional recurring services if and when ordered under such Agreement:

- Travel & Expense
- Expense
- Travel
- Concur Request – Standalone
- Invoice Processing
- Extended Service Modules

The Service and Extended Services are described more fully below.

## 2 Travel & Expense

### 2.1.1 Overview

The Travel & Expense solution fully integrates our expense and travel solutions into a unified end-to-end corporate travel booking and expense reporting service for our Customers. The Travel & Expense components are described below.

### 2.1.2 Smart Expense

Travel & Expense includes our Smart Expense™ capability, which utilizes electronic receipts from three trusted sources – itinerary data captured at the time of booking, corporate card charges incurred during travel, and electronic receipts captured directly by the supplier – to create a “Smart Expense” that is used to pre-populate the details of the expense report as travel occurs. This drives what we call “One Touch Business Travel,” in which the click that books the travel reservation begins the expense reporting process.

Travel & Expense utilizes our global connect platform, which connects over 100,000 suppliers of travel content and services to this service. A number of these suppliers also provide us with electronic receipts that can be used to generate Smart Expenses, including global hotel, rail, and car rental providers.

### 3 Expense

#### 3.1.1 Overview

The Expense service type consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of expense reports under defined business policies and rules;
- Flexibility to support complex global business requirements, including multiple languages and currencies, multiple user groups or business units, multiple corporate credit cards, electronic receipt imaging (i.e., Imaging), and transaction data analysis and reporting (i.e., Concur Analysis);
- Provision of secure data interface so that a Customer may import to or export from its back-office financial and human resource systems;
- Support of electronic payment of corporate card expenses, including support of Customer-performed reimbursement through accounts payable (checks) and a payroll extract file;
- Remote access to the SAP Concur software for expense reporting over the Internet through use of personal computers and web-browsers that meet the minimum requirements of the Expense service;
- Remote access to Concur Analysis, the web-based ad-hoc query and formatted report authoring that includes single sign on from within the SAP Concur Welcome page;
- The ability for users to create expense reports from a Triplt account.
- Functionality that automates the digitalization of a paper receipt captured through SAP Concur mobile that creates a digital image file of the receipt. (An administrator can enable this feature for users associated to a French Expense Service Configuration only; “French Expense Service Configuration” means the user’s home country is France, and/or the user is assigned to an Expense service configuration with France designated as the home country.)
- The ability for users to link their account to third party sites or services, authorize access to such user account to third parties, and designate third parties to access and edit user’s information contained in the Expense service.
- Participation in In Product Messaging (IPM) which enables the delivery of messages managed by SAP Concur directly to the end user within SAP Concur mobile and web applications. IPM messages encourage user adoption of the Service, features and related SAP Concur services available to end users and enhance the overall user experience to support the Service. IPM may be based on Customer Data and may be targeted to increase effectiveness. IPM is a fixed component of the product design of SAP Concur web and mobile applications. If directed by Customer, emails that complement IPM messaging may be provided by SAP Concur to users for Customer.
- SAP Concur’s implementation services described in the applicable Implementation Description Guide for the initial implementation of SAP Concur’s Expense service for a Customer;
- SAP Concur’s Support Policy for the Services described in this Service Description Guide in support of Travel & Expense provided to a Customer; and
- SAP Concur’s service level commitments described in this Service Description Guide for Travel & Expense.

#### 3.1.2 Concur Analysis:

Expense includes Concur Analysis, which consists of basic reporting functionality as follows:

- Web-based ad-hoc query and formatted report authoring functionality that includes single sign on from within the SAP Concur Welcome page, authentication of credentials for granting users appropriate access and data rights, and integrated security leveraging the reporting hierarchy capability in the Service;

- Remote access to Concur Analysis over the Internet through use of personal computers and web-browsers that meet the minimum requirements of Concur Analysis;
- The Concur Data Warehouse, an integrated and comprehensive source of reporting data and the data management routines to populate it on an ongoing basis;
- SAP Concur's Support Policy for the Services described in this Service Description Guide in support of Concur Analysis provided to a Customer.

User roles control access to Concur Analysis, enabling the Customer to assign named users to the various functions of Concur Analysis. Additional user roles can be purchased for an additional fee. The roles and the named user quantities that are provided as part of the standard Concur Analysis service include:

- Business Author: 5 named users that have access to Query Studio for report creation and access to run and edit pre-built reports.
- Consumer: Concur Analysis allows up to 10 named users to be assigned Consumer access by an Authorized Administrator to run pre-built queries and reports provided by SAP Concur or saved reports provided by Business Authors of the Customer. Consumers can also set selected user interface preferences and manage folders.
- Manager: All managers designated in the system by the Customer are provided access to pre-built queries and reports provided by SAP Concur or saved reports provided by Business Authors of the 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.

### 3.1.3 SAP Concur Mobile

The Expense service type includes the capabilities of SAP Concur mobile presently at no additional charge. SAP Concur reserves the right to charge additional fees for such capabilities in the future.

#### 3.1.3.1 Receipt Digitalization

- For Customers with users associated to a French Expense Service Configuration with the receipt digitalization feature enabled: The Expense service includes functionality that creates a digital image file of a paper receipt. The receipt digitalization feature is applied during creation of a mobile "quick" expense (as a placeholder, not yet added to an expense report), editing of an existing expense on an expense report, or using the ExpenseIt extended service. The receipt digitalization feature is not available with the ExpenseIt Pro extended service.

### 3.1.4 Training

Training services for the Expense service for a Customer's Authorized Administrator(s) include the following:

- A deployment toolkit with a collection of templates and curriculum to support the initial deployment of the Service.
- A QuickStart guide that provides step-by-step instructions for the most important tasks, including how to create an expense report.
- Access to online demonstrations that allow end-users to review key capabilities of the Service, including how to create an expense report.
- Access to online instructor-led courses for Concur Analysis and Intelligence.

Additional training can be provided for an additional charge.



### 4 Travel

#### 4.1.1 Overview

The Travel service type consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of travel reservations (such as airline, lodging, rail and car rental) under defined business policies and rules;
- Flexibility to support complex global business requirements, including multiple languages and currencies, multiple user groups or business units, multiple corporate cards, and transaction data analysis and reporting;
- The ability to search and display various reservation inventories from multiple Global Distribution Systems (“GDSs”), direct connects, and other sources;
- The ability to load discount codes corresponding to negotiated rates available to the Customer;
- The ability for users to manage their personal travel profile information including preferences and travel reward programs;
- Remote access to the SAP Concur software for travel booking over the Internet through use of personal computers, mobile devices and web-browsers that meet the minimum requirements of SAP Concur’s Travel service;
- The ability for users to automatically synch SAP Concur Travel plans with a personal Triplt account. The itineraries synchronize with any changes or updates without the need to send e-mails directly to Triplt;
- The ability for users to link their account to third party sites or services, authorize access to such user account to third parties, and designate third parties to access and edit users’ information contained in the Travel service;
- Participation in In Product Messaging (IPM) which enables the delivery of messages managed by SAP Concur directly to the end user within SAP Concur mobile and web applications. IPM messages encourage user adoption of the Service, features and related SAP Concur services available to end users and enhance the overall user experience to support the Service. IPM may be based on Customer Data and may be targeted to increase effectiveness. IPM is a fixed component of the product design of SAP Concur web and mobile applications. In connection with IPM, and if directed by Customer, emails that support IPM messaging may be provided to users by or on behalf of SAP Concur.
- SAP Concur’s implementation services described in the applicable Implementation Description Guide for the initial implementation of SAP Concur’s Travel service for a Customer;
- SAP Concur’s Support Policy for the Services described in this Service Description Guide in support of SAP Concur’s Travel & Expense service provided to a Customer; and
- SAP Concur’s service level commitment described in this Service Description Guide for SAP Concur’s Travel & Expense service.

#### 4.1.2 SAP Concur Mobile

The Travel service includes the capabilities of SAP Concur mobile presently at no additional charge. SAP Concur reserves the right to charge additional fees for such capabilities in the future.

#### 4.1.3 Training

Training services for the Travel service type for a Customer’s Authorized Administrator(s) include the following:

- A deployment toolkit with a collection of templates and curriculum to support the initial deployment of the Service.

- A QuickStart guide that provides step-by-step instructions for the most important tasks, including how to create travel reservations.
- Access to online demonstrations that allow end-users to review key capabilities of the Service, including how to create travel reservations.

Additional training can be provided for an additional charge.

### 5 Concur Request - Standalone

#### 5.1.1 Overview

The Concur Request - Standalone service type consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of requests under defined business policies and rules;
- Flexibility to support complex global business requirements, including multiple languages and currencies, and multiple user groups or business units;
- Ability to integrate with the Expense and the Travel & Expense service types to automate the creation of Concur Requests and expense reports.
- Remote access to the SAP Concur software for Concur Requests over the Internet through use of personal computers and web-browsers that meet the minimum requirements of the Concur Request service;
- Remote access to Concur Analysis for transaction data analysis and reporting (as described in Section 3.2 above);
- SAP Concur's implementation services described in the applicable Implementation Description Guide for the initial implementation of Concur Request service for a Customer;
- SAP Concur's Support Policy for the Services described in this Service Description Guide in support of the Travel & Expense Service provided to a Customer; and
- SAP Concur's service level commitments described in this Service Description Guide for the Travel & Expense Service.

#### 5.1.2 SAP Concur Mobile

The Expense service type includes the capabilities of SAP Concur mobile presently at no additional charge. SAP Concur reserves the right to charge additional fees for such capabilities in the future.

#### 5.1.3 Training

Training services for the Concur Request – Standalone service type for a Customer's Authorized Administrator(s) include the following:

- A deployment toolkit with a collection of templates and curriculum to support the initial deployment of the Service.
- A QuickStart guide that provides step-by-step instructions for the most important tasks, including how to create a Concur Request review and approve it, and associate it with an expense report (as applicable).
- Access to online demonstrations that allow end-users to review key capabilities of the Service, including how to create a Concur Request review and approve it, and associate it with an expense report (as applicable).

Additional training can be provided for an additional charge.

### 6 Invoice Processing

#### 6.1.1 Overview

The Invoice Processing service type consists of the following:

- Functionality that automates vendor payment request preparation, capture, PO matching (only available with Invoice Professional and only when implemented), routing, approval and payment processing;
- Remote access to the SAP Concur software for Invoice Processing over the Internet through use of personal computers and web-browsers that meet the minimum requirements of the Invoice Processing Service;
- Remote access to Concur Analysis for transaction data analysis and reporting (see description of Concur Analysis above);
- SAP Concur's implementation services described in the applicable Implementation Description Guide for the initial implementation of SAP Concur's Invoice Processing service for a Customer
- SAP Concur's Support Policy for the Services described in this Service Description Guide in support of Invoice Processing; and
- SAP Concur's service level commitment described in this Service Description Guide for Invoice Processing Services.

#### 6.1.2 Invoice Payments

Invoice Processing includes Invoice Payments, which consists of the SAP Concur process of drawing funds by direct debit from a Customer's bank account to a SAP Concur account to schedule payment to a Customer's supplier, for invoices processed by the Invoice Processing extended service. Invoice Payments is available for payment processing in the United States (USD only) and Australia (AUD only).

##### 6.1.2.1 SAP Concur's Performance:

If Invoice Payments is implemented for the Customer, then SAP Concur agrees to be responsible for the following, after Customer completes all pre-requisites described below and the implementation is completed:

- Receiving each Invoice Payment Request from Invoice Processing.
- For USD, initiating, on Customer's behalf, ACH Credits to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request after SAP Concur's Bank confirms to SAP Concur: (1) receipt of sufficient funds via the ACH Debit described above to effect full payment under such Invoice Payment Request, and (2) the debited funds are deposited and cleared into the SAP Concur Bank Account. SAP Concur will have no obligation to initiate ACH Credits, or otherwise transfer funds for the benefit of Suppliers, until SAP Concur receives confirmation from SAP Concur's Bank that the funds transferred from the Customer Bank Account to the SAP Concur Bank Account have cleared and are sufficient to effect full payment to all Suppliers under an Invoice Payment Request.
- For AUD, initiating on Customer's behalf, a credit transfer to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request after SAP Concur's Bank confirms to SAP Concur: (1) receipt of sufficient funds via a direct debit transaction from Customer's designated funding account to effect full payment under such Invoice Payment Request, and (2) the debited funds are deposited and cleared into the SAP Concur Bank Account. SAP Concur will have no obligation to initiate credits transfers, or otherwise transfer funds for the benefit of Suppliers, until SAP Concur receives confirmation from SAP Concur's Bank that the funds transferred from the Customer Bank Accounts to the SAP Concur Bank Account have cleared and are sufficient to effect full payment to all Suppliers under an Invoice Payment Request.

- Confirming to Customer all Invoice Payments that SAP Concur is able to process and notifying the Customer of all Invoice Payments that SAP Concur is unable to initiate payment. .
- Reversing or stopping payment, in its discretion or at Customer's written request, any Invoice Payment in the event of an error, such as the following: (1) duplication of a previously-initiated Invoice Payment, (2) an Invoice Payment initiated to an unintended recipient, or (3) an Invoice Payment initiated in an amount different from the amount that the recipient was entitled to receive under Invoice Pay. The NACHA rules limit the amount of time for reversals. While SAP Concur will reasonably cooperate with Customer's requests for reversals and stop payments, it does not control the reversal and stop payment process and cannot guarantee results.
- SAP Concur will be liable for any Invoice Payment made due solely to a SAP Concur error that is not in accordance with an Invoice Payment Request or otherwise approved by Customer. Such SAP Concur liability is contingent upon Customer making an appropriate assignment of claims to SAP Concur and fully cooperating with SAP Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Invoice Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank will be responsible for any damages arising from any decision to withhold or delay originating Invoice Payments or effecting scheduled Invoice Payments (1) after reasonable efforts to verify such entries by the required security procedure have failed, (2) due to Customer's creditworthiness, or (3) due to Customer's failure to timely deliver funds to SAP Concur for fully funding an Invoice Payment Request.

### 6.1.2.2 Customer's Performance:

If Invoice Payments is implemented for the Customer, then Customer agrees to the following:

- For USD, Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on Customer's behalf, ACH Debits and ACH Credits for each applicable Invoice Payment Request, including (1) initiating ACH Debits to the Customer Bank Account to fully fund applicable Invoice Payment Requests in accordance with the Payment Schedule, and (2) initiating ACH Credits to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request.
- Customer will be responsible for the following:
  - Providing a Customer Bank Account at Customer's Bank for Invoice Payments.
  - Specifying Payment Terms that will determine the Invoice Payment Schedule for Invoice Payments to it Suppliers.
  - Providing written information in a form approved by SAP Concur in order for SAP Concur and SAP Concur's Bank, as applicable, to perform Invoice Payments.
  - Obtaining (and providing to SAP Concur) written authorization from Customer's Bank to allow the transfer of funds via ACH Direct Debit (USD) from the Customer Bank Account to the SAP Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority).
  - Obtaining all necessary and appropriate authorizations from each Supplier (a "Supplier Authorization") prior to the first Invoice Payment to the Supplier Bank Account of such Supplier, which Supplier Authorization authorizes the initiation of credits to such Supplier Bank Account and reversals of credits made to such account to recover funds credited to such account in error.
- The actions and omissions of Customer representatives in inputting Supplier bank account, as well as any additional data to be provided with a payment, into Invoice Payments and ensuring the continued accuracy of such information.
- Providing sufficient funds in the Customer Bank Account to timely and fully cover all Invoice Payment Requests in accordance with the Invoice Payment Schedule. In the event of an Overdraft:

- SAP Concur will promptly notify Customer and will have the right to deny additional Invoice Payments until Customer fully reimburses SAP Concur for any Invoice Payments settled prior to such action by SAP Concur (if any) and fully corrects the Overdraft.
- Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at rate of 1.5% per month or the highest interest rate permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a SAP Concur Bank Account).
- Notifying Customer's Bank for any stop payment request on an Invoice Payment.
- Late payment fees owed to Suppliers.
- Cooperating with SAP Concur, law enforcement, and banking authorities to assist in the recovery of funds erroneously included in any Invoice Payment issued to any Supplier or credited to any Supplier Bank Account in error.

Under NACHA rules for the USD, Customer is the originator of all ACH Debits and ACH Credits under Invoice Payments. As such, Customer represents, warrants, and covenants that all Suppliers have authorized entries to their bank accounts and Customer will pay for all ACH Credits. In addition, if any debit to a Supplier Bank Account reversing or correcting a previously submitted ACH Credit is returned for any reason, Customer unconditionally promises to pay the amount of such debit upon demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into a SAP Concur Bank Account).

### 6.1.2.3 Additional Terms:

Both parties agree to: (1) comply with all applicable NACHA rules and all applicable laws in connection with Invoice Payments, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities, associated with Invoice Payments, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if SAP Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then SAP Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, SAP Concur will promptly notify Customer of any such action and the reasons for it. Invoice Payments will be available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for Invoice Payments.

### 6.1.2.4 Definitions:

For purposes of Invoice Payments, the following terms will have the meanings specified below:

- **"ACH"** means Automated Clearing House, which is a funds transfer system governed by the rules of the National Automated Clearing House Association ("NACHA") that provides for the interbank clearing of electronic entries for participating financial institutions.
- **"ACH Credit"** means an ACH transfer of funds into a bank account.
- **"ACH Debit"** means an ACH transfer of funds from a bank account.
- **"SAP Concur's Bank"** means the financial institution identified by SAP Concur to initiate Reverse Wires, ACH debits and credits under Invoice ACH Payments, which SAP Concur may change from time to time at its discretion.
- **"SAP Concur Bank Account"** means a SAP Concur account at SAP Concur's Bank through which Payments may be processed by SAP Concur under Invoice ACH Payments.

- **“Customer’s Bank”** means the financial institution located in the United States identified to SAP Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.
- **“Customer Bank Account”** means a Customer account at Customer’s Bank identified to SAP Concur by Customer as the account located in the United States to be debited (or credited in the event of a return or reversal) by SAP Concur under Invoice ACH Payments.
- **“Invoice Payment Request”** means, for each transfer of funds from the Customer Bank Account, the amount of Invoice Payments identified by Customer to be paid to applicable Suppliers in accordance with the Invoice Payment Schedule.
- **“Invoice Payment Schedule”** means the daily schedule for making Invoice ACH Payments on a Supplier group basis.
- **“Invoice Payments”** means the ACH process of transferring funds from the Customer Bank Account to the SAP Concur Bank Account, and from the SAP Concur Bank Account to a Supplier Bank Account under Invoice ACH Payments.
- **“Overdraft”** means either: (1) Customer’s failure to provide sufficient funds to fully cover any Invoice Payment Request debited to a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of an ACH Debit drawn against a Customer Bank Account to fund an Invoice Payment Request.
- **“Supplier’s Bank”** means the financial institution located in the United States identified to SAP Concur by Customer as the financial institution at which a Supplier maintains its Supplier Bank Account.
- **“Supplier Bank Account”** means a Supplier account at Supplier’s Bank identified to SAP Concur by Customer as the account located in the United States to be credited (or debited in the event of a return or reversal) by SAP Concur under Invoice ACH Payments.
- **“Supplier”** means a supplier of Customer identified to SAP Concur by Customer as eligible to receive Invoice Payments in the amounts identified by Invoice Processing to be paid to such supplier under Invoice ACH Payments.

### 6.1.3 Training:

Training services for a Customer’s Authorized Administrator(s) for the Invoice Processing service type include the following:

- A deployment toolkit with a collection of templates and curriculum to support the deployment.
- A QuickStart guide providing step-by-step instruction for the most important tasks.
- Access to online demonstrations that allow end users to review key capabilities of Invoice Processing Services including creating and submitting a payment request.

Additional training can be provided for an additional charge.



### 7 Extended Services

#### 7.1.1 Overview

The extended service modules are a collection of value-added services that can be ordered for an additional fee. These services consist of the following if and when ordered under an Agreement. Each Extended Service module is described below:

- Concur Business Intelligence
- Audit Services
- Expense Pay
- Budget Insight
- Risk Messaging – Add-on
- User Support Desk
- Service Administration
- Expenselt® or Expenselt Pro
- TripLink®
- Concur Request – Add-On
- Central Reconciliation
- Invoice Management
- Company Bill Statements
- Connectors and Web Services
- Japan Public Transport Module
- Drive
- Concur Hipmunk
- Concur Locate – Add-on
- Extract Services
- Concur Detect
- Budget
- Concur FAVR by Motus
- Additional Service Options

These services are described more fully below.

#### 7.2 Concur Business Intelligence

The Concur Business Intelligence module is a collection of extended services that can be ordered under the Travel & Expense, Expense, Concur Request – Standalone (available only in EMEA or APA), or Invoice Processing service types for an additional fee. The Concur Business Intelligence module includes the following extended service options which can be individually ordered:

##### 7.2.1 Intelligence

The Intelligence service allows for extended reporting functionality beyond the scope of the standard reporting functionality (i.e. Concur Analysis). Intelligence consists of the following:

- Web-based ad-hoc query and formatted report authoring functionality that includes single sign on from within the SAP Concur Welcome page, authentication of credentials for granting users appropriate access and data rights, and integrated security leveraging the reporting hierarchy capability in the Service;



- The ability to report across the full Travel & Expense service to compare booked versus charged versus expensed data;
- Access to Cognos Report Studio for advanced report creation including more complex report formatting, calculations and formulas;
- Ability to include multiple queries in a single report to create a dashboard-style view;
- Bursting which allows reports to be automatically tailored to the individual recipients and distributed;
- Availability of additional Standard Reports made available by SAP Concur;
- Remote access to Intelligence over the Internet through the use of personal computers and web-browsers that meet the minimum requirements for Intelligence;
- The application of coding, scripts or algorithms (enhancements and cleansing) to Customer Data in order to establish additional referential relationships, matches and/or discrepancies between SAP Concur approved supplier data and SAP Concur data sources;
- The Concur Data Warehouse, an integrated and comprehensive source of reporting data and the data management routines to populate it on an ongoing basis; and
- SAP Concur's Support Policy for the Services described in this Service Description Guide in support of Intelligence provided to a Customer.

User roles control access to Intelligence, enabling the Customer to assign named users to the various functions of Intelligence. Additional user roles can be purchased for an additional fee. The roles and the named user quantities that are provided as part of the Intelligence service (or that result from an extension of the service from Concur Analysis to Intelligence) include:

- Professional Author: 10 named users with access to Report Studio, for highly advanced report creation, and access to Query Studio.
- Business Author: 20 named users that have access to Query Studio for report creation and access to edit and run pre-built reports.
- Consumer: Intelligence allows up to 40 additional named users to be assigned Consumer access by the Customer's Authorized Administrator to run pre-built queries and reports provided by SAP Concur or saved reports provided by Business Authors of the Customer. Consumers can also set selected user interface preferences and manage folders.
- Manager: All managers designated in the system by the Customer are provided access to pre-built queries and reports provided by SAP Concur or saved reports provided by Business and Professional Authors of the 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.

### 7.2.2 Concur Insight – Premium

Concur Insight – Premium is an extended service which allows for enhanced reporting functionality beyond the scope of the reporting functionality of Concur Analysis or Intelligence. Concur Insight - Premium can be ordered under the Travel & Expense, Expense or Invoice Processing service types for an additional fee. Concur Insight - Premium consists of the following:

- All of the services described above that are applicable to Intelligence, including user roles;
- Provision of secure data interface(s) so that a Customer may import data feed(s) from a SAP Concur approved supplier to be cleansed, enhanced or leveraged for reporting-based activities;
- The application of coding, scripts or algorithms (enhancements and cleansing) to Customer Data in order to establish additional referential relationships, matches and/or discrepancies between SAP Concur approved supplier data and SAP Concur data sources;

- Professional Author: 5 named users with access to Report Studio, for highly advanced report creation, and access to Query Studio.
- Business Author: 10 named users that have access to Query Studio for report creation and access to edit and run pre-built reports.
- Consumer: Concur Insight - Premium allows up to 20 additional named users to be assigned Consumer access by the Customer's Authorized Administrator to run pre-built queries and reports provided by SAP Concur or saved reports provided by Business Authors of the Customer. Consumers can also set selected user interface preferences and manage folders.
- Manager: All managers designated in the system by the Customer are provided access to pre-built queries and reports provided by SAP Concur or saved reports provided by Business and Professional Authors of the 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.
- Includes the set-up of one SAP Concur approved TMC agency supplier feed.

### 7.2.3 Managed Reporting

Managed Reporting is available only for Customers who have ordered the Intelligence service. Managed Reporting consists of access to a SAP Concur representative with Intelligence and data model experience to review and create the appropriate set of custom reports for the Customer's organization. Specifically, the SAP Concur representative will work with the Customer to perform the following activities:

- Create report transactions, based on the number of report transactions purchased by Customer. Each report transaction purchased shall not exceed a maximum of 8 hours of development by SAP Concur. A report transaction may include any of the following:
  - Customizing a standard report;
  - Developing a new custom report;
  - Assisting in modifying and/or developing an existing custom report not created by SAP Concur; or
  - Assisting with the setup of periodic automated report scheduling and bursting tailored content for report recipients
- Provide the access described above to respond to service requested by the Customer by telephone and email Monday through Friday from 9 am to 5 pm of the assigned SAP Concur representative's applicable time zone, excluding SAP Concur holidays.
- Performing the above service by telephone, email and SAP Concur Support Portal in the following languages: English (US/default) and English (UK)

### 7.2.4 Consultative Intelligence

Consultative Intelligence is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types for an additional fee. Consultative Intelligence consists of the following:

- All of the functionalities that are applicable to the Intelligence service described above, including user roles.
- Access to a designated SAP Concur reporting consultant who is familiar with SAP Concur Intelligence and Customer's Service configuration to collect travel and expense data. After an introductory call between the Customer and the SAP Concur reporting consultant, the SAP Concur reporting consultant will work with Customer on an on-going basis to support Customer reporting needs, including:
  - Developing a reporting strategy for Customer's organization;
  - Reviewing Customer's travel and expense policy(ies) and making recommendations to use relevant data in achieving Customer goals;

- Introductory training on SAP Concur Intelligence functions and features, including scheduling and automated data distribution;
  - Customizing standard report(s);
  - Developing new custom report(s) and/or dashboard(s);
  - Where feasible, making recommendations to resolve unique business problems/issues relating to Customer's reporting needs;
  - Assisting with the setup of automated report scheduling and/or bursting of actionable data to designated recipients;
  - Providing targeted training covering general navigation or basic reporting functionality;
  - Providing guidance and consultation on reporting best practices;
  - Offering solution recommendations to resolve Customer's business cases in respect of its reporting requirements using resolutions SAP Concur has implemented for other customers; and
  - Scheduling regular meetings (as needed) to review progress towards goals defined in Customer's reporting strategy.
- Provide the access described above to respond to service requested by the Customer in the English language only by telephone, email and SAP Concur Support Portal Monday through Friday from 9 am to 5 pm of the assigned SAP Concur reporting consultant's applicable time zone, excluding SAP Concur holidays. In the event the designated SAP Concur reporting consultant is unavailable due to illness or scheduled vacation, an alternate reporting consultant will work with Customer until the designated consultant returns to the office.

### 7.2.5 Reporting Services

Reporting Services is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types, for an additional fee. Reporting Services is available only for Customers who have previously ordered the Intelligence module. Reporting Services consists of the following:

- Access to a designated SAP Concur reporting consultant who is familiar with SAP Concur Intelligence and Customer's Service configuration to collect travel and expense data. After an introductory call between the Customer and the SAP Concur reporting consultant, the SAP Concur reporting consultant will work with Customer on an on-going basis to support Customer reporting needs, including:
  - Developing a reporting strategy for Customer's organization;
  - Reviewing Customer's travel and expense policy(ies) and making recommendations to use relevant data in achieving Customer goals;
  - Introductory training on SAP Concur Intelligence functions and features, including scheduling and automated data distribution;
  - Customizing standard report(s);
  - Developing new custom report(s) and/or dashboard(s);
  - Where feasible, making recommendations to resolve unique business problems/issues relating to Customer's reporting needs;
  - Assisting with the setup of automated report scheduling and/or bursting of actionable data to designated recipients;
  - Providing targeted training covering general navigation or basic reporting functionality;
  - Providing guidance and consultation on reporting best practices;
  - Offering solution recommendations to resolve Customer's business cases in respect of its reporting requirements using resolutions SAP Concur has implemented for other customers; and
  - Scheduling regular meetings (as needed) to review progress towards goals defined in Customer's reporting strategy.

- Provide the access described above to respond to service requested by the Customer in the English language only by telephone, email and SAP Concur Support Portal, Monday through Friday from 9 am to 5 pm of the assigned SAP Concur reporting consultant's applicable time zone, excluding SAP Concur holidays. In the event the designated SAP Concur reporting consultant is unavailable due to illness or scheduled vacation, an alternate reporting consultant will work with Customer until the designated consultant returns to the office.

### 7.3 Audit Services

The Audit Services module is a collection of extended services that can be ordered under the Travel & Expense or Expense service types for an additional fee. The Audit Services module includes the following extended services which can be individually ordered:

#### 7.3.1 Receipt Audit

Receipt Audit provides dedicated resources to perform basic receipt substantiation and verification audit. Receipt Audit consists of the following:

- The audit of selected expense reports submitted through the use of the Service prior to or after manager approval of the expense report and prior to user reimbursement or card remittance, including the audit of expense reports identified by the Service for auditing which may specifically include the audit of expense report submitters who are identified by the Service as always to be audited and exclude the audit of expense report submitters who are identified by the Service as exempt from audit. Each audit includes the following actions:
  - Expense type validation, consisting of review of accompanying receipts to ensure that specified expense types are classified correctly in the expense report in accordance with the documentation provided;
  - Receipt substantiation, consisting of receipt verification to ensure that receipts match the expenses listed in the expense report, which is supported in all tier 1 languages supported by the core Expense service. The items verified are: date, vendor (if a required field), amount, expense type and payment method.
  - Cash expenses (out-of-pocket expenses), consisting of a review of the expense report to ensure that supporting documentation for cash expenses is included with the report;
  - Monthly reporting available using Analysis, Intelligence or Concur Insight – Premium, if ordered.
  - Returning to the submitter, for resubmission of the expense report, any expense report that contains predetermined exceptions (provided that taxable items, such as spousal travel, will be reported to the Customer as part of an audit report, but will not necessarily trigger a return of the expense report to the submitter).
  - Escalation to the Customer's administrator of the Receipt Audit service any disputed expense reports returned to the submitter but cannot be corrected satisfactorily by the submitter.
- Auditor review commentary is provided within the core Expense application, and is available in all tier 1 languages supported by the core Expense service.
- First-level support is available in English language (only) to each Customer's end users by email (via a SAP Concur email alias) between each Customer's end users and Audit support services for issue identification and resolution. An "issue" is any inquiry to Audit support services regarding an Audit question or actual or suspected error or concern for troubleshooting and resolution.
- SAP Concur's Support Policy for the Services described in this Service Description Guide for a Customer's Authorized Administrators in support of Audit services.

### 7.3.2 Audit 48 Hour SLA for Receipt Audit

Audit 48 Hour SLA for Receipt Audit is an extended service that can be ordered in connection with the Receipt Audit extended service for an additional fee.

The Audit 48 Hour SLA for Receipt Audit extended service will apply the following service level agreement to expense reports (in the English language only) that are audited under the Receipt Audit extended service:

#### 7.3.2.1 Service Level Commitments for Audit 48 Hour SLA for Receipt Audit

##### 7.3.2.1.1 Definitions:

For purposes of the Audit 48 Hour SLA for Receipt Audit extended service, the following terms will have the meanings specified below:

- **“Actual Daily Transactions”** means the actual number of Receipt Audit Transactions submitted into the Service by Customer on any given day.
- **“Audit Completion Time”** means, for all expense reports selected for Receipt Audit, the time it takes for SAP Concur to perform a Receipt Audit commencing from the Audit Trigger Event, excluding Excused Downtime.
- **“Audit Trigger Event”** means either (i) the occurrence of manager approval of the expense report as reflected by the Service (if audits are to be performed after manager approval as configured during the set up process), or (ii) the occurrence of employee expense report submission as reflected by the Service (if audits are to be performed after employee expense submission as configured during the set up process).
- **“Average Daily Transactions”** means the average number of Receipt Audit Transactions submitted into the Service by Customer on average per day over the previous 30 days.
- **“Billing Cycle”** means the billing frequency specified in the applicable ordering document.
- **“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 Audit 48 Hour SLA for Receipt Audit extended service, shall mean Christmas, New Year and Easter holidays observed in US Pacific time).
- **“Excused Downtime”** shall have the same meaning as “Excluded Downtime” as included in the Service Level Agreement for SAP Cloud Services.
- **“Random Audit Target Selection Percentage”** means the number of Base Transactions for Receipt 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.

##### 7.3.2.1.2 Service Performance for Receipt Audit:

Commencing with the first Billing Cycle for Receipt Audit and subject to the conditions in Customer’s ordering document with respect to Receipt Audit and Customer’s compliance with its obligations in the Agreement in connection with Receipt Audit, SAP Concur will achieve an Audit Completion Time of no more than 48 Business Hours, after the Audit Trigger Event for 95% of total Receipt 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. Customer’s exclusive remedy and SAP Concur’s entire liability for failure to achieve the Audit SLA shall be as follows:

- Upon Customer’s written request, SAP Concur will (i) promptly investigate the root cause(s) of the failure and deliver to Customer notification identifying such root cause(s), (ii) use its commercially reasonable efforts to correct the problem and to begin meeting such Audit SLA as soon as practicable, and (iii) advise Customer of the status of such corrective efforts.

- If SAP Concur fails to meet the Audit SLA in any two (2) months in a twelve (12) consecutive month period, then Customer shall have the right to terminate the Receipt Audit and Audit 48 Hour SLA for Receipt Audit extended services by delivery of a written notice of service termination to SAP Concur received within thirty (30) days of the failure to meet the Audit SLA. Such service termination shall not be construed as termination of the Agreement or otherwise affect in any way the order for any other SAP Concur service.

### 7.3.2.1.3 Exclusions to the Audit Service Level Agreement

In the event any one of the following conditions exist during a given Billing Cycle, Customer shall not be 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 Service that, in SAP Concur's reasonable opinion, result in significant increases in net volume of Transactions for Receipt Audit or result in a material impact on SAP Concur's provision of Receipt Audit.
- The Actual Daily Transactions exceeds the Average Daily Transactions by more than 200%.

### 7.3.3 Policy Audit

Policy Audit reviews selected expense reports to determine compliance with Customer's audit policy as configured in the Service. Policy Audit consists of the following:

- All of the services described above that are applicable to Receipt Audit.
- Policy Audit extended service is configured by Customer to audit a Customer expense report in accordance with a comprehensive set of audit checks provided by SAP Concur as part of the Policy Audit extended service.
- For a Customer based in the UK, Germany, New Zealand, Australia or India:
  - Verify that a receipt is a valid VAT receipt based on the current VAT compliance rules within the applicable country; and
  - Verify the VAT amount claimed for a receipt is the actual amount on the receipt.

#### 7.3.3.1 Policy Audit and Concur Detect

When a Customer also purchases the Concur Detect extended service and elects to apply a percentage (%) of its Policy Audit Base Transaction Volume (which must be at least 30% of Customer's Expense Service Base Transaction volume) to follow-up on certain risks identified by the Concur Detect extended service, the following applies:

- Policy Audit will investigate Expense report escalations flagged as "High Risk" in the Concur Detect extended service, instead of conducting a traditional Policy Audit of expense reports as described above.

For Policy Audit reviews occurring as a result of an expense report identified as "High Risk" in the Concur Detect extended service, as defined by the Customer's configuration of Concur Detect, the Policy Audit review will research, assess and follow-up on the risk identified by Concur Detect as set forth below:

- Review each "High Risk" escalation;
- Conduct a follow-up investigation to validate the accuracy of the risk identified; and
- Return the applicable expense report to the Customer user or approve the expense report.



### 7.3.4 Audit 48 Hour SLA for Policy Audit

Audit 48 Hour SLA for Policy Audit is an extended service that can be ordered in connection with the Policy Audit extended service for an additional fee.

The Audit 48 Hour SLA for Policy Audit extended service will apply the following service level agreement to expense reports (in the English language only) that are audited under the Policy Audit extended service:

#### 7.3.4.1 Service Level Commitments for Audit 48 Hour SLA for Policy Audit

##### 7.3.4.1.1 Definitions:

For purposes of the Audit 48 Hour SLA for Policy Audit extended service, the following terms will have the meanings specified below:

- **“Actual Daily Transactions”** means the actual number of Policy Audit Transactions submitted into the Service by Customer on any given day.
- **“Audit Completion Time”** means, for all expense reports selected for Policy Audit, the time it takes for SAP Concur to perform a Policy Audit commencing from the Audit Trigger Event, excluding Excused Downtime.
- **“Audit Trigger Event”** means either (i) the occurrence of manager approval of the expense report as reflected by the Service (if audits are to be performed after manager approval as configured during the set up process), or (ii) the occurrence of employee expense report submission as reflected by the Service (if audits are to be performed after employee expense submission as configured during the set up process).
- **“Average Daily Transactions”** means the average number of Policy Audit Transactions submitted into the Service by Customer on average per day over the previous 30 days.
- **“Billing Cycle”** means the billing frequency specified in the applicable ordering document.
- **“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 Audit 48 Hour SLA for Policy Audit extended service, shall mean Christmas, New Year and Easter holidays observed in US Pacific time).
- **“Excused Downtime”** shall have the same meaning as “Excluded Downtime” as included in the Service Level Agreement for SAP Cloud Services.
- **“Random Audit Target Selection Percentage”** means the number of Base Transactions for Policy 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.

##### 7.3.4.1.2 Service Performance for Policy Audit:

Commencing with the first Billing Cycle for Policy Audit and subject to the conditions in Customer’s ordering document with respect to Policy Audit and Customer’s compliance with its obligations in the Agreement in connection with Policy Audit, SAP Concur will achieve an Audit Completion Time of no more than 48 Business Hours, after the Audit Trigger Event for 95% of total Policy 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. Customer’s exclusive remedy and SAP Concur’s entire liability for failure to achieve the Audit SLA shall be as follows:

- Upon Customer’s written request, SAP Concur will (i) promptly investigate the root cause(s) of the failure and deliver to Customer notification identifying such root cause(s), (ii) use its commercially reasonable efforts to correct the problem and to begin meeting such Audit SLA as soon as practicable, and (iii) advise Customer of the status of such corrective efforts.

- If SAP Concur fails to meet the Audit SLA in any two (2) months in a twelve (12) consecutive month period, then Customer shall have the right to terminate the Policy Audit and Audit 48 Hour SLA for Policy Audit extended services by delivery of a written notice of service termination to SAP Concur received within thirty (30) days of the failure to meet the Audit SLA. Such service termination shall not be construed as termination of the Agreement or otherwise affect in any way the order for any other SAP Concur service.

### 7.3.4.1.3 Exclusions to the Audit Service Level Agreement

In the event any one of the following conditions exist during a given Billing Cycle, Customer shall not be 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 Service that, in SAP Concur's reasonable opinion, result in significant increases in net volume of Transactions for Policy Audit or result in a material impact on SAP Concur's provision of Policy Audit.
- The Actual Daily Transactions exceeds the Average Daily Transactions by more than 200%.

### 7.3.5 Audit – Elite

Audit – Elite is an extended service that can be ordered by Customers with fewer than 500 users in connection with the Policy Audit extended service for an additional fee. Audit – Elite consists of the following:

- Access to a SAP Concur representative with audit configuration and audit service experience. The SAP Concur representative will work with the Customer to perform the following activities:
- Host quarterly consultative sessions and cover the following:
  - Recommendation of best-in-class audit rules and/or configurations to optimize Customer's travel & expense policy compliance;
  - Review and analyze the audit service reports to identify trends, areas of concern, and ways to reduce re-submissions; and
  - Review monthly SAP Concur release notes and advise when new functionality may provide an opportunity for better policy compliance, or when it will impact the audit workbench or audit rule configuration.
- Provide guidance and recommendations on how best to educate Customer's users on the expense report process.
- Suggest, as applicable, use of educational materials provided by SAP Concur that may address trends or areas of concern identified during a quarterly consultative session.
- Provide referrals, as applicable, to SAP Concur Training Services for training consultation as requested by Customer.
- Review changes to Customer's travel and expense policy, and update Customer's Policy Audit profile to align to those changes.
- Collect Customer feedback and recommendations for enhancements to existing SAP Concur audit service reports and for the creation of new audit service reports.

### 7.3.6 Paper Receipt Handling

Paper Receipt Handling provides dedicated resources to convert hard-copy receipts into imaged receipts and append the imaged receipts (as a PDF attachment) to the appropriate expense report created in the Service. Paper Receipt Handling consists of the following actions:



- The submitter (i.e., a Customer user) sends hard-copy receipts to a designated post office box number SAP Concur has established solely for receiving mail from a given Customer and its users and agents. For the hard-copy receipts pertaining to a given expense report delivered to such post office box number, the submitter must include the following:
  - The fax cover sheet generated by the Service or a standard size sheet of paper that includes Customer name, user's name (name on the applicable expense report), and expense report identification number as provided by the Service.
  - The complete and legible receipts for such expense report.
- SAP Concur logs the date and time of arrival of receipt packages.
- Once the above information is received, SAP Concur will convert each hard-copy receipt into an imaged receipt and append the imaged receipt (as a PDF attachment) to the appropriate expense report in the Service.
- Once the receipt imaging step is completed, SAP Concur will validate the imaged receipt(s) was appropriately associated with the appropriate expense report in the Service.
- As requested by the Customer during implementation of the Paper Receipt Handling service, SAP Concur will store the paper receipts following imaging for an agreed period. After such agreed period or after termination or expiration of the Agreement, whichever is sooner (the "Storage Period"), SAP Concur will dispose of all hard-copy receipts received from the Customer by one of the following options:
  - Shredding them within three (3) business days after the end of the Storage Period;
  - Packaging them in a single envelope or box, per country and mailing them for final disposition to the attention of the Customer's administrator at a single location specified during the implementation of the Paper Receipt Handling service, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides SAP Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such shipment; or
  - Packaging them in a single envelope or box, per country and shipping them for final disposition to the attention of the Customer's administrator at multiple locations specified during the implementation of the Paper Receipt Handling service, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides SAP Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such shipment. All origination and return locations must be identified during the implementation of the Paper Receipt Handling service.

### 7.3.6.1 Paper Receipt Handling – Envelopes

Paper Receipt Handling - Envelopes provides dedicated resources to convert hard-copy receipts into on-line receipt images which are associated to the appropriate expense report in the Service. Receipts are imaged and can be viewed by the claimant, authoriser and other Audit functions as a PDF image which is attached at the Report Header level. Paper Receipt Handling – Envelopes is available only to Customers who have already implemented the Paper Receipt Handling – Envelopes extended service and are based in the United Kingdom or have operations within the United Kingdom. The Paper Receipt Handling – Envelopes service encompasses the following:

- SAP Concur will, upon Customer's written request, provide approximately a six (6) month supply of standard envelopes for the number of Paper Receipt Handling Envelope transactions ordered under the Agreement to Customer's designated contact (i.e., 1 envelope per Paper Receipt Handling Envelope transaction ordered under the Agreement for the 6-month period). Additional envelopes may be requested for an additional fee.
- Following receipted claim within an expense report in SAP Concur Expense, the submitter (i.e., a Customer user) must print off the Receipt Imaging report on A4 paper and include this, along with the all hard copy receipts, into the standard pre-addressed envelope.

- The submitter must complete all of the information on the back of the standard envelope and send the envelope to the SAP Concur European Audit Center.
- Upon receipt of the envelope, SAP Concur will record incoming mail and convert each hard-copy receipt into an imaged receipt. SAP Concur will append the imaged receipt (as a PDF attachment), along with the Receipt Handling report onto the submitter's expense report at report header level.
- Once the receipt imaging step is completed, SAP Concur will validate the imaged receipt(s) was appropriately associated with the appropriate expense report in the Service.
- SAP Concur will store all receipts received at a secure storage facility for a period of up to seven (7) years, at which point Customer can request for the receipts to be returned or destroyed. Receipt storage will be at a storage facility in line with HMRC storage requirements.
  - During this time, Customer may request to be sent up to five (5) boxes of receipts up to a maximum of two (2) times a year. SAP Concur reserves the right to charge the Customer for additional boxes requested by Customer.
  - SAP Concur reserves the right to charge the Customer additional fees for envelope overage or for non-compliant batches (i.e., where a receipt cannot be processed)
- SAP Concur will securely dispose of all hard-copy receipts at the end of the storage period. If requested by the Customer during implementation of the Paper Receipt Handling service, SAP Concur will return all receipts to a designated contact by one of the following options:
  - Packaging them in a single envelope or box, per country (up to a maximum of 3 locations) and shipping them for final disposition to the attention of the Customer's administrator at multiple locations specified during the implementation of the Paper Receipt Handling service, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides SAP Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for each such shipment. All origination and return locations must be identified during the implementation of the Paper Receipt Handling service.

### 7.3.6.2 Paper Receipt Handling - Pre-Paid Envelopes

Paper Receipt Handling – Pre-Paid Envelopes is available only to Customers who have already implemented the Paper Receipt Handling – Pre-Paid Envelopes extended service. Paper Receipt Handling - Pre-Paid Envelopes consists of the following:

- All of the services described above that are applicable to Paper Receipt Handling - Envelopes described above.
- The envelopes provided will be pre-addressed envelopes that include second class, pre-paid postage limited to mail classified as domestic mail within the United Kingdom.

### 7.3.6.3 Paper Receipt Handling – International Envelopes

Paper Receipt Handling – International Envelopes is available only to Customers who have already implemented the Paper Receipt Handling – International Envelopes extended service. Paper Receipt Handling – International Envelopes consists of the following:

- All of the services described above that are applicable to Paper Receipt Handling - Envelopes described above.
- The envelopes provided will be pre-addressed envelopes that include second class, pre-paid standard international airmail postage.

### 7.4 Guaranteed Compliance Service

The Guaranteed Compliance Service is an extended service that can be ordered under the Travel & Expense or Expense service type(s) for an additional fee. The Guaranteed Compliance Service must be ordered simultaneously with the initial order of the Travel & Expense or Expense service type(s) and requires a SAP Concur-defined Tax configuration. Customer will not be able to modify such configuration. The Guaranteed Compliance Service applies to the Supported Tax for a single Jurisdiction. When made available by SAP Concur, additional Jurisdictions may be added for an additional fee. The Guaranteed Compliance Service is comprised of the following:

- SAP Concur will provide Customer, as a part of the expense report submission process, a pre-determined set of expense types designed and configured by SAP Concur for the Jurisdiction listed on the Supported Jurisdiction/Tax Table, below.
- SAP Concur will update the Tax rates for this extended service to reflect applicable Tax changes enacted by the Tax authority for the Jurisdiction.
- SAP Concur will provide a Compliance Audit (as set forth below) for each Claim.
- SAP Concur will provide the Guarantee (as set forth below) for applicable qualifying Claims.

#### 7.4.1 Compliance Audit:

The Guaranteed Compliance 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. The Compliance Audit consists of the following:

- SAP Concur will verify that the Supporting Documentation matches the expenses listed in the Claim.
- SAP Concur will verify that the Supporting Documentation complies with the applicable Tax rules and guidelines. Scanned images, unless stated on the image as a photocopy, will be treated as original invoices.
- SAP Concur will review 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
  - 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.
- SAP Concur will reject a Claim and return it to Claimant for review and correction, where Supporting Documentation for the Claim does not substantiate the Claim.
- In the event that during the Compliance Audit SAP Concur determines that (a) a Claim is incorrect based on the Supporting Documentation therefor, SAP Concur will amend the Claim in accordance with the Supporting Documentation; or (b) the type of status on the Claim is incorrect, SAP Concur will correct the status. In the case of (b), for example, if the Claimant has selected “receipt” and SAP Concur identifies it as a “tax receipt”, SAP Concur will amend the Claim to correct the incorrect reference.

- In the event that during the Compliance Audit SAP Concur determines that the Tax amount calculated by the Service is not substantiated by the Claim and accompanying Supporting Documentation, SAP Concur will adjust 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 will auto-calculate the taxable amount as £2 (i.e., 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 will change the taxable amount reported from £2 to £1 (i.e., 20% of £5 being the net amount that was subject to Tax).

### 7.4.1.1 Guarantee

SAP Concur will provide the following Guarantee for applicable qualifying Claims:

- SAP Concur will guarantee that the calculated Tax reflected in the report from the Service for a Claim will be 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 will indemnify Customer for the cost of the fine or penalty applied by the applicable Tax authority, subject to the requirements of this Section 7.4. Customer must give SAP Concur notice of such fine or penalty within thirty (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 will be responsible for paying the Tax fine or penalty and any over-claimed Tax amounts due to the applicable Tax authority.
- The Guarantee shall not apply if Customer or any person on behalf of Customer: (a) modifies any 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.
- 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 will be limited to general money damages and shall in no event exceed an amount equal to three (3) times the aggregate of all fees actually paid or owing by Customer to SAP Concur for the Guaranteed Compliance Service during the twelve (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).

### 7.4.1.2 Definitions

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

- "Claim"** means each expense report submitted through the Service by a Claimant.
- "Claimant"** means Customer's employee or user who has generated a Claim.
- "Guarantee"** means the Tax-accuracy guarantee described above.
- "Jurisdiction"** means the applicable country or region as set forth in the Supported Tax table below which is within the scope of the Guaranteed Compliance Service.
- "Supporting Documentation"** means receipts, invoices and other supporting documentation provided in support of a Claim.
- "Supported Tax"** means the applicable tax for each Jurisdiction identified in the table below

<ul style="list-style-type: none"> <li>Jurisdiction</li> </ul>	<ul style="list-style-type: none"> <li>Tax</li> </ul>
<ul style="list-style-type: none"> <li>United Kingdom</li> </ul>	<ul style="list-style-type: none"> <li>"value-added tax" or "VAT"</li> </ul>

- **“Tax”** means the applicable tax for the Jurisdiction as set forth in the Supported Jurisdiction/Tax Table above which is the subject of recovery by Customer from the applicable taxing authority within the scope of the Guaranteed Compliance Service.

### 7.5 Expense Pay

Expense Pay is an extended service module which can be ordered under the Travel & Expense and Expense service types for an additional fee. Expense Pay provides the ability to generate Payments for out-of-pocket expenses to the Customer’s users and supported corporate card providers. The Expense Pay service module includes the following extended services which can be individually ordered:

#### 7.5.1 Expense Pay Global

The Expense Pay Global extended service consists of the SAP Concur processes to: (1) reimburse the Customer’s expense report filers and/or (2) schedule Payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below. Euro Payments are available in Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland and United Kingdom. UK Pounds Sterling Payments are available in the United Kingdom. USD Payments are available in the United States. CAD Payments are available in Canada.

##### 7.5.1.1 SAP Concur’s Performance

If the Expense Pay Global extended service is implemented for Customer and Customer contracts with one or more Payment Processing Partners for the processing of Payments in connection with the Expense Pay Global extended service, then SAP Concur agrees to be responsible for the following:

- Receiving each Payment Request from the Service.
- Sending each Payment Request to the applicable Payment Processing Partner for execution provided the Payment Request is supported by the Expense Pay Global extended service and Customer has a valid Payment Processing Relationship with the applicable Payment Processing Partner.
- Payments will be processed via Direct Debit of a Customer Bank Account.
- For Payments processed via Direct Debit, Payments will be executed by the Payment Processing Partner following such Partner’s processes including Direct Debit from the Customer Bank Account and the initiation of Credits to the specified Payee Bank Accounts that correspond with the Payment Request.
- Confirming to Customer all Payments that the Payment Processing Partner is able to process and those that it is unable to process for any reason.
- SAP Concur will be liable for any Payment made in error which is due to the fault of SAP Concur that is not remedied within 30 days after the date that SAP Concur is notified in writing of such error and that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee (a **“SAP Concur Error”**). Such SAP Concur liability is contingent upon: (1) Customer providing written notice of the SAP Concur Error within 30 days after the occurrence of such error, (2) Customer making an appropriate assignment of claims to SAP Concur where SAP Concur so requests, and/or (3) using its best efforts to fully cooperate with the requests of SAP Concur, the Payment Processing Partner, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.

##### 7.5.1.2 Customer’s Performance

If the Expense Pay Global extended service is ordered by Customer, then Customer agrees to the following:

- Customer will enter into a payment processing agreement directly with one or more Payment Processing Partners.
- Customer hereby authorizes the Payment Processing Partner to initiate, on Customer's behalf, Payments for each Payment Request, including where Payments will be processed via Direct Debit: (a) initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (b) initiating Credits to the specified Payee Bank Accounts that correspond to a given Payment Request,
- Customer will be responsible for the following:
  - Where Payments will be processed through completing the steps required by the Payment Processing Partner to setup and validate an account to be used for execution of Payment Requests.
  - Determining the Payment Schedule that it wishes for Payments to Payees.
  - Obtaining all necessary and appropriate authorizations from each Payee (a **"Payee Authorization"**) prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of Credits to such Payee Bank Account.
  - Examining all statement of accounts, notices, and other reports it receives relating to Payments and promptly notifying SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
  - At the request of SAP Concur or the Payment Processing Partner, using its best efforts to obtain and take all necessary steps to enforce agreement from each Payee that they shall promptly repay any funds paid to them in error through the Expense Pay Global extended service.
  - The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service and ensuring the continued accuracy of such information.
  - Providing sufficient funds in the Customer Bank Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.

### 7.5.1.3 Additional Terms

Each party agree to: (1) comply with all applicable banking rules and regulations and all laws in connection with the Expense Pay Global extended service applicable to its respective performance of and responsibilities related to the Expense Pay Global extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay Global extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. The Expense Pay Global extended service will be available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay Global extended service.

### 7.5.1.4 Definitions

For purposes of the Expense Pay Global extended service, the following terms will have the meanings specified below:

- **"Corporate Card Payee"** means a third-party corporate card provider identified to SAP Concur by Customer that SAP Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay Global extended service.
- **"Country of Service"** means the United States for Payments in USD, Canada for Payments CAD, the United Kingdom for Payments in British Pounds and Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland and the United Kingdom for Payments in Euros.



- **“Credit(s)”** means the applicable mechanism by which the Payment Processing Partner will credit or transfer funds to Payee’s Bank Account, or the funds transferred using this mechanism, as applicable.
- **“Customer’s Bank”** means the financial institution located in the Country of Service identified to SAP Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account. If Customer has Payees located in multiple countries, Customer’s Bank must be domiciled in each country in order to make Payments to all Payees, except that for Payees in the European Union Customer’s Bank must be domiciled in the European Union.
- **“Customer Bank Account”** means a Customer account at Customer’s Bank designated by Customer as the account located in the Country of Service to be debited by the Payment Processing Partner under the Expense Pay Global extended service.
- **“Direct Debit(s)”** means the applicable mechanism by which the Payment Processing Partner will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable.
- **“Expense Reimbursement Payee”** means a user identified to SAP Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay Global extended service.
- **“Payee”** means either an Expense Reimbursement Payee or a Corporate Card Payee.
- **“Payee Bank Account”** means a Payee account at Payee’s Bank identified to SAP Concur by Customer or such Payee as the account located in the Country of Service to be credited by the Payment Processing Partner under the Expense Pay Global extended service.
- **“Payee’s Bank”** means the financial institution located in the Country of Service identified to SAP Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.
- **“Payment Processing Partner”** means an entity identified by SAP Concur as capable of processing payments in connection with the Expense Pay Global extended service and engaged directly by Customer for purposes of processing Payments on behalf of Customer and its Payees.
- **“Payment Processing Partner Bank Account”** means the bank account used by the Payment Processing Partner as a means to transfer funds between the Customer Bank Account and the Payee Bank Account.
- **“Payments”** means, as applicable under the Expense Pay Global extended service, Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the Payee Bank Account via the Payment Processing Partner Bank Account.
- **“Payment Request”** means, for each transfer of funds from the Customer Bank Account, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.
- **“Payment Schedule”** means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay Global extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay Global extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.

### 7.5.2 Expense Pay – North America

The Expense Pay – North America extended service consists of the SAP Concur processes to: (1) reimburse the Customer’s expense report filers and/or (2) schedule payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below.

For Customers who have already implemented Expense Pay – North America, the Expense Pay – North America extended service is available to make payments in the United States, Canada, and Mexico only. All Payments for

ACH funds transfers in the United States are made in United States dollars. All Payments for EFT funds transfers in Canada are made in Canadian dollars. All TEF Payments made in Mexico are in Mexican Pesos.

SAP Concur does not support currency expansion of United States dollars, Canadian dollars, or Mexican Pesos, beyond the currencies which Expense Pay – North America Customers have previously implemented.

### 7.5.2.1 SAP Concur's Performance

If the Expense Pay – North America extended service is implemented for Customer, then SAP Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the implementation is completed:

- Receiving each Payment Request from the Service.
- In the US and Canada,
  - Initiating, through SAP Concur's Bank, a Direct Debit to draw from the Customer Bank Account to fully fund into the SAP Concur Bank Account a given Payment Request in accordance with the Payment Schedule.
  - Initiating, on Customer's behalf, Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request after SAP Concur's Bank confirms to SAP Concur: (1) receipt of sufficient funds via Direct Debit to effect full payment under such Payment Request, and (2) the debited funds are deposited and cleared into the SAP Concur Bank Account. SAP Concur will have no obligation to initiate Credits, or otherwise transfer funds for the benefit of Payees, until SAP Concur receives confirmation from SAP Concur's Bank that the funds transferred from the Customer Bank Account to the SAP Concur Bank Account have cleared and are sufficient to effect full payment to all Payees under a Payment Request.
  - Reversing, in its discretion or at Customer's written request, any Payment in the event of an error, such as the following: (1) duplication of a previously-initiated Direct Debit or Credit, (2) a Direct Debit or Credit initiated to an unintended recipient, or (3) a Direct Debit or Credit initiated in an amount different from the amount that the recipient was entitled to receive under the Expense Pay - North America extended service. Local banking rules and regulations limit the amount of time for reversals. While SAP Concur will reasonably cooperate with Customer's requests for reversals, it does not control the reversal process and cannot guarantee results.
- In Mexico:
  - Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
  - Initiating, on Customer's behalf, Payments through TEF credit transfers to the specified Payee Bank Accounts that correspond to a given Payment Request after SAP Concur's Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
- Confirming to Customer all Payments that SAP Concur is able to process and notifying the Customer of all Payments that SAP Concur is unable to process for any reason.
- SAP Concur will be liable for any Payment made in error which is due to the fault of SAP Concur that is not remedied within 30 days after the date that SAP Concur is notified in writing of such error and that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee (a "SAP Concur Error"). Such SAP Concur liability is contingent upon: (1) Customer providing written notice of the SAP Concur Error within 30 days after the occurrence of such error, (2) Customer making an appropriate assignment of claims to SAP Concur where SAP Concur so requests and/or (3) using its best efforts to fully cooperate with the requests of SAP Concur, SAP Concur's Bank, and any relevant payment services provider, SAP Concur, law enforcement, and banking authorities in connection with the recovery of an erroneous



Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.

- Customer shall reimburse SAP Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by SAP Concur in connection with steps SAP Concur takes to reverse any Payment made in the event of an error, other than a SAP Concur Error.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments (including Direct Debit or Credit entries) or effecting Scheduled Payments (a) after reasonable efforts to verify such Payments by the required security procedure have failed, (b) due to Customer's creditworthiness, (c) due to Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party's gross negligence or willful misconduct.

### 7.5.2.2 Customer's Performance

If the Expense Pay – North America extended service is ordered by Customer, then Customer agrees to the following:

- Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on Customer's behalf, Payments for each Payment Request, including (1) in the US and Canada (a), initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (b) initiating Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request, and (2) in Mexico, (a) depositing funds in a Pre-Fund Account and (b) initiating fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
- Customer will be responsible for the following:
  - In the US and Canada, providing a Customer Bank Account at Customer's Bank for the Expense Pay – North America extended service and obtaining (and providing to SAP Concur) written authorization from Customer's Bank to allow the transfer of funds via Direct Debit from the Customer Bank Account to the SAP Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority).
  - In Mexico, requesting a Pre-Fund Account during the implementation of the Expense Pay – North America extended service.
  - Determining the Payment Schedule that it wishes for Payments to Payees.
  - Providing written authorization in a form approved by SAP Concur and/or for SAP Concur's Bank to perform the activities associated with Expense Pay – North America extended service.
  - Obtaining all necessary and appropriate authorizations from each Payee (a "Payee Authorization") prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account and reversals of credits made to such account to recover funds credited to such account in error. In addition, for each Payee, Customer must obtain written agreement from such Payee and Payee's Bank on an accepted file and remittance instruction format, which must be in a format that is supported by SAP Concur.
  - Providing any other specific authorizations or account opening documents that SAP Concur requires of the Customer to provide prior to initiating service under the Expense Pay – North America extended service.

- At the request of SAP Concur or SAP Concur's Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay – North America extended service.
- Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to SAP Concur upon request.
- Examining all statement of accounts, notices, and other reports it receives from SAP Concur or Customer's Bank relating to Payments and promptly notifying SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
- The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
- In the US and Canada: Providing sufficient funds in the Customer Bank Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule by Direct Debit against or other electronic transfer of funds from the Customer Bank Account. In the event of an Overdraft:
  - SAP Concur will promptly notify Customer and will have the right to deny additional Payments until Customer fully reimburses SAP Concur for any Payments settled prior to such action by SAP Concur (if any) and fully corrects the Overdraft.
  - Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at a rate of 1.5% per month or the highest interest permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a SAP Concur Bank Account).
- In Mexico, providing sufficient funds in the Pre-Fund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.
- Customer shall be obligated to examine all statements of accounts, notices, and other reports it receives relating to Payments and shall promptly notify SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
- In the US and Canada: Under applicable banking rules and regulations in each country, Customer is the originator of all Direct Debits and Credits under the Expense Pay - North America extended service. As such, Customer represents, warrants, and covenants that all Payees have authorized entries to their bank accounts and Customer will pay for all Credits. In addition, if any debit to a Payee Bank Account reversing or correcting a previously submitted Credit is returned for any reason, Customer unconditionally promises to pay the amount of such debit upon demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into a SAP Concur Bank Account).

### 7.5.2.3 Additional Terms

Both parties agree to: (1) comply with all applicable banking rules and regulations and all applicable laws in connection with the Expense Pay - North America extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - North America extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if SAP Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then SAP Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, SAP Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - North America extended

service will be available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - North America extended service.

### 7.5.2.4 Definitions

For purposes of Expense Pay - North America, the following terms will have the meanings specified below:

- **“ACH”** means Automated Clearing House, which is a funds transfer system governed by the rules of the National Automated Clearing House Association (“NACHA”) that provides for the interbank clearing of electronic entries for participating financial institutions.
- **“SAP Concur Bank Account”** means a SAP Concur account at SAP Concur’s Bank through which Payments may be processed by SAP Concur under the Expense Pay - North America extended service.
- **“SAP Concur’s Bank”** means one or more financial institutions identified by SAP Concur and which SAP Concur may change from time to time in its discretion to initiate Direct Debits or Credits or to establish a Pre-Fund Account, as applicable, for processing of Payments under the under Expense Pay - North America extended service.
- **“Corporate Card Payee”** means a third-party corporate card provider identified to SAP Concur by Customer that SAP Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay - North America extended service.
- **“Credit(s)”** means an ACH or EFT transfer of funds into a bank account, or the funds transferred using this process, as applicable.
- **“Customer’s Bank”** means the financial institution located in the country of service (United States or Canada as applicable) identified to SAP Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.
- **“Customer Bank Account”** means a Customer account at Customer’s Bank identified to SAP Concur by Customer as the account located in the country of service (United States or Canada as applicable) to be debited (or credited in the event of a return or reversal) by SAP Concur under the Expense Pay - North America extended service. For Direct Debits and Credits made in the United States the Customer Bank Account must be domiciled in the United States. For Direct Debits and Credits made in Canada the Customer Bank Account must be domiciled in Canada.
- **“Direct Debit(s)”** means the applicable mechanism by which SAP Concur will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable. The applicable Direct Debit processes include the drawing of funds pursuant to the ACH process or EFT process.
- **“EFT”** means electronic funds transfer, the payment clearing system used for electronic funds transfers in Canada and governed by the rules of the Canadian Payment Association.
- **“Expense Reimbursement Payee”** means a user identified to SAP Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay - North America extended service.
- **“Overdraft”** means either: (1) Customer’s failure to provide sufficient funds to fully cover any Payment Request debited to a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Direct Debit drawn against a Customer Bank Account to fund a Payment Request.
- **“Payee”** means either an Expense Reimbursement Payee or a Corporate Card Payee.
- **“Payee Bank Account”** means a Payee account at Payee’s Bank identified to SAP Concur by Customer or such Payee as the account located in the country of service to be credited (or debited in the event of a return or reversal) by SAP Concur under the Expense Pay - North America extended service.

- **“Payee’s Bank”** means the financial institution located in the country of service identified to SAP Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.
- **“Payments”** means, as applicable under the Expense Pay - North America extended service, (1) Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the SAP Concur Bank Account, and from the SAP Concur Bank Account to a Payee Bank Account and (2) the process of transferring funds from the Pre-Fund Account to a Payee Bank Account.
- **“Payment Request”** means, for each transfer of funds from the Customer Bank Account or the Pre-Fund Account, as applicable, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.
- **“Payment Schedule”** means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – North America extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – North America extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.
- **“Pre-Fund Account”** is a SAP Concur Bank Account set up for Customer at SAP Concur’s Bank that is pre-funded by Customer’s transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur’s processing of Payments to Payees.
- **“TEF”** means “Transferencia Electrónica de Fondos”, the payment clearing system used for electronic funds transfers in Mexico.

### 7.5.3 Expense Pay – EMEA

The Expense Pay – EMEA extended service consists of the SAP Concur processes to: (1) reimburse the Customer’s expense report filers and/or (2) schedule payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below.

For Customers who have already implemented Expense Pay – EMEA, Euro Payments are available in these countries: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, Switzerland, and the United Kingdom. Danish Krone Payments are available in Denmark. Swiss Franc Payments are available in Switzerland. Swedish Krona Payments are available in Sweden. UK Pounds Sterling Payments are available in the United Kingdom.

SAP Concur does not support currency expansion of Euro, Swiss Franc, Danish Krone, Swedish Krona or UK Pounds Sterling Payments, beyond the currencies which Expense Pay – EMEA Customers have previously implemented.

#### 7.5.3.1 SAP Concur’s Performance

If the Expense Pay - EMEA extended service is implemented for the Customer, then SAP Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the Expense Pay - EMEA extended service implementation is completed:

- Receiving each Payment Request from the Service.
- Where Payments will be processed through the Reverse Wire or Direct Debit process:
  - Initiating, through SAP Concur’s Bank, a Reverse Wire or Direct Debit, as applicable, to draw from the Customer Bank Account to fully fund into the SAP Concur Bank Account a given Payment Request in accordance with the Payment Schedule.
  - Initiating, on Customer’s behalf, Credits to the specified Payee Bank Accounts that correspond to a given Payment Request after SAP Concur’s Bank confirms to SAP Concur: (1) receipt of sufficient funds

via Reverse Wire or Direct Debit to effect full payment under such Payment Request, and (2) the funds received as described above are deposited and cleared into the SAP Concur Bank Account. SAP Concur will have no obligation to initiate Credits, or otherwise transfer funds for the benefit of Payees, until SAP Concur receives confirmation from SAP Concur's Bank that the funds transferred from the Customer Bank Account to the SAP Concur Bank Account have cleared and are sufficient to effect full payment to all Payees under a Payment Request.

- SAP Concur will only process Payments through the Reverse Wire and Direct Debit processes where such Payments are supported by the Expense Pay – EMEA extended service.
- Where Payments will be processed through a Pre-Fund Account:
  - Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
  - Initiating on Customer's behalf Payments to the specified Payee Bank Accounts that correspond to a given Payment Request after SAP Concur's Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
  - SAP Concur will only process Payments through a Pre-Fund Account where such Payments are supported by the Expense Pay – EMEA extended service.
    - Confirming to Customer all Payments that SAP Concur is able to process and notifying the Customer of all Payments that SAP Concur is unable to process for any reason.
    - Reversing, in its discretion or at Customer's written request, any payment in the event of an error, such as the following: (1) duplication of a previously-initiated payment, (2) a payment initiated to an unintended recipient, or (3) a payment initiated in an amount different from the amount that the recipient was entitled to receive under the Expense Pay – EMEA extended service. While SAP Concur will reasonably cooperate with Customer's requests for reversals, it is not able to require such reversals unilaterally and cannot guarantee results.
    - SAP Concur will be liable for any Payment made in error which is due to the fault of SAP Concur that is not remedied within 30 days after the date that SAP Concur is notified in writing of such error and that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee (a "SAP Concur Error"). Such SAP Concur liability is contingent upon: (1) Customer providing written notice of the SAP Concur Error within 30 days after the occurrence of such error, (2) Customer making an appropriate assignment of claims to SAP Concur where SAP Concur so requests and/or (3) using its best efforts to fully cooperate with the requests of SAP Concur, SAP Concur's Bank, and any relevant payment services provider, SAP Concur, law enforcement, and banking authorities in connection with the recovery of an erroneous Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.
    - Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments or effecting scheduled Payments (a) after reasonable efforts to verify such Payments by the required security procedure have failed, (b) due to Customer's creditworthiness, (c) due to Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party's gross negligence or willful misconduct.



### 7.5.3.2 Customer's Performance

If the Expense Pay - EMEA extended service is ordered by Customer, then Customer agrees to the following:

- Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on Customer's behalf, Payments with respect to each Payment Request, including (1) where Payments will be processed through the Reverse Wire or Direct Debit process, (a) initiating Reverse Wire or Direct Debits to draw from the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule and (b) initiating Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request, and (2) where Payments will be processed through a Pre-Fund Account, (a) depositing funds in a Pre-Fund Account and (b) initiating fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
- Customer will be responsible for the following:
  - Where Payments will be processed through the Reverse Wire or Direct Debit process, providing a Customer Bank Account at Customer's Bank for the Expense Pay – EMEA extended service and obtaining (and providing to SAP Concur) written authorization, as applicable, to allow the transfer of funds via Reverse Wire or Direct Debit from the Customer Bank Account to the SAP Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority). Where required by applicable banking rules and regulations (including for Direct Debits following the SEPA, LeverandørService, and BDD via SIC processes), Customer must provide a copy of such written authorization to Customer's Bank
  - Where Payments will be processed through a Pre-Fund Account, requesting a Pre-Fund Account, through the Service.
  - Determining the Payment Schedule that it wishes for Payments to Payees.
  - Providing written information in a form approved by SAP Concur in order for SAP Concur and/or for SAP Concur's Bank to perform the activities associated with Expense Pay - EMEA.
  - Obtaining all necessary and appropriate authorizations from each Payee (a "Payee Authorization") prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account.
  - Ensuring that the accepted file and remittance instruction format of Payee's Bank is in a format that is supported by SAP Concur for each Payee.
  - Providing any other specific authorizations or account opening documents that SAP Concur requires of the Customer to provide prior to initiating service under the Expense Pay – EMEA extended service.
  - Examining all statements of accounts, notices, and other reports it receives relating to Payments and shall promptly notify SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
  - Reimbursing SAP Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by SAP Concur in connection with steps SAP Concur takes to reverse any Payment made in the event of an error, other than a SAP Concur Error.
  - At the request of SAP Concur or SAP Concur's Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay - EMEA extended service.
  - Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to SAP Concur upon request.
  - Examining all statement of accounts, notices, and other reports it receives from SAP Concur or Customer's Bank relating to Payments and promptly notifying SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.

- The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
- Providing sufficient funds in the Customer Bank Account or the Pre-Fund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.
- In the event of a Funding Default:
  - SAP Concur will promptly notify Customer and will have the right to deny additional Payments until Customer fully reimburses SAP Concur for any Payments settled prior to such action by SAP Concur (if any) and fully corrects the Funding Default.
  - Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at a rate of 1.5% per month or the highest interest permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a SAP Concur Bank Account).
- Using its best efforts to cooperate with SAP Concur, SAP Concur's Bank, any relevant payment services provider, law enforcement, and banking authorities to assist in the recovery of funds erroneously included in any Payment issued to any Payee or credited to any Payee Bank Account in error.

### 7.5.3.3 Additional Terms

Both parties agree to: (1) comply with all applicable rules and regulations, and all applicable laws in connection with Expense Pay - EMEA extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - EMEA extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if SAP Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then SAP Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, SAP Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - EMEA extended service will be available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - EMEA extended service.

### 7.5.3.4 Definitions

For purposes of the Expense Pay – EMEA extended service, the following terms will have the meanings specified below:

- **“SAP Concur Bank Account”** means a SAP Concur account at SAP Concur's Bank through which Payments may be processed by SAP Concur under the requirements of the Expense Pay – EMEA extended service.
- **“SAP Concur's Bank”** means one or more financial institutions identified by SAP Concur and which SAP Concur may change from time to time in its discretion to initiate Reverse Wires or Direct Debits or to establish a Pre-Fund Account, as applicable, for processing of Payment under the Expense Pay – EMEA extended service.
- **“Corporate Card Payee”** means a third-party corporate card provider identified to SAP Concur by Customer that SAP Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay – EMEA extended service.

- **“Credit(s)”** means the transfer of funds from the SAP Concur Bank Account to a Payee Bank Account, or the funds transferred using this process, as applicable.
- **“Customer Bank Account”** means a Customer account at Customer’s Bank identified to SAP Concur by Customer as the account located in the country of service to be debited (or credited in the event of a return or reversal) by SAP Concur under the Expense Pay - EMEA extended service. For Reverse Wires and Credits in UK Pounds Sterling made in the UK the Customer Bank Account must be domiciled in the United Kingdom. For Reverse Wires and Credits in Swedish Krona made in the UK the Customer Bank Account must be domiciled in Sweden. For Direct Debits and Credits in Danish Krone the Customer Bank Account must be domiciled in Denmark. For Direct Debits and Credits in Swiss Franc the Customer Bank Account must be domiciled in Switzerland. For Direct Debits and Credits in Euros the Customer Bank Account must be domiciled in a Euro Country.
- **“Customer’s Bank”** means a financial institution located in the United Kingdom for Payments made in UK Pounds Sterling, located in Denmark for Payment in Danish Krone, located in Switzerland for Payments made in Swiss Francs, located in Sweden for Payments made in Swedish Krona, or located in a Euro Country for Payments made in Euros, each as acceptable to SAP Concur for purposes of the Expense Pay – EMEA extended service, and as identified to SAP Concur by Customer as a financial institution at which Customer maintains a Customer Bank Account. To be clear, if Customer has Payees located in each of the United Kingdom, Denmark, Switzerland, and Sweden, and one or more of the other Euro Countries, Customer must have at least five (5) Customer Bank Accounts -- one located at a financial institution in the United Kingdom, one located in Denmark, one located in Switzerland, one located in Sweden, and one located at a financial institution in another Euro Country, in order to make Payments to all sets of Payees.
- **“Direct Debit(s)”** means the applicable mechanism by which SAP Concur will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable. The applicable Direct Debit processes include the drawing of funds pursuant to (1) the Single Euro Payments Area process (SEPA), (2) Business Direct Debit via the Swiss Interbank Clearing System (SIC) for the Bankgiro clearing system in Switzerland, and (3) the general rules and conditions for payments through the LeverandørService, the payment clearing system for Denmark.
- **“Euro Country”** means each of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Sweden, Switzerland, Spain and the United Kingdom.
- **“Expense Reimbursement Payee”** means an user identified to SAP Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to Customer user under the Expense Pay – EMEA extended service.
- **“Funding Default”** means for Payments that will be processed through the Reverse Wire or Direct Debit process, either: (1) Customer’s failure to provide sufficient funds to fully cover any Payment Request to debit a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Reverse Wire or Direct Debit drawn against a Customer Bank Account to fund a Payment Request.
- **“Payee’s Bank”** means the financial institution located in the United Kingdom for Payments made in UK Pounds Sterling, located in Denmark for Payments made in Danish Krone, located in Switzerland for Payments made in Swiss Francs, located in Sweden for Payments made in Swedish Krona, or located in a Euro Country for Payments made in Euros and acceptable to SAP Concur for purposes of the Expense Pay – EMEA extended service.
- **“Payee Bank Account”** means a Payee account at Payee’s Bank identified to SAP Concur by Customer or such Payee as the account located in the United Kingdom for Payments made in UK Pounds Sterling, located in Denmark for Payments made in Danish Krone, located in Switzerland for Payments made in Swiss Francs, located in Sweden for Payments made in Swedish Krona, or located in a Euro Country for Payments made in



Euros to be credited (or debited in the event of a return or reversal) by SAP Concur under the Expense Pay – EMEA extended service.

- **“Payee”** means either an Expense Reimbursement Payee or Corporate Card Payee.
- **“Payment Request”** means, for each transfer of funds from the Customer Bank Account or the Pre-Fund Account, as applicable, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.
- **“Payment Schedule”** means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay - EMEA extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – EMEA extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.
- **“Payments”** means, as applicable under the Expense Pay – EMEA extended service, (1) Reverse Wires/Direct Debits and Credits made in the t the process of transferring funds from the Customer Bank Account to the SAP Concur Bank Account, and the applicable Credit process of transferring funds from the SAP Concur Bank Account to a Payee Bank Account, and (2) payments made pursuant to the payment process of transferring funds from the Pre-Fund Account to a Payee Bank Account.
- **“Pre-Fund Account”** is a SAP Concur Bank Account set up for Customer at SAP Concur’s Bank that is pre-funded by Customer’s transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur’s processing of Payments to Payees.
- **“Reverse Wire(s)”** means a payment mechanism facilitated by the Society for Worldwide Interbank Financial Telecommunication (also known as “Reverse Wire MT101”) enabling SAP Concur to request funds to be transferred from the Customer Bank Account to the SAP Concur Bank Account, or the funds transferred through this process, as applicable.

### 7.5.4 Expense Pay – APA

The Expense Pay – APA extended service consists of the SAP Concur processes of drawing funds from a Customer’s bank account to a SAP Concur account to: (1) reimburse the Customer’s expense report filers and/or (2) schedule payment to the Customer’s corporate card providers for corporate card charges and fees, as further set forth below. The Expense Pay – APA extended service facilitates funds transfers in Australia, Hong Kong, New Zealand, Singapore and India. All Payments in Australia are made in Australian dollars. All Payments in Hong Kong are made in Hong Kong Dollars. All Payments in New Zealand are made in New Zealand Dollars. All Payments in India are made in Indian Rupees. All Payments in Singapore are made in Singapore dollars.

#### 7.5.4.1 SAP Concur’s Performance

If the Expense Pay – APA extended service is implemented for Customer, then SAP Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the implementation is completed:

- Receiving each Payment Request from the Service.
- Where Payments will be processed through the Direct Debit process:
  - Initiating, on Customer’s behalf, a Direct Debit from the Customer Bank Account to fully fund a given Payment Request in accordance with the Payment Schedule.
  - Initiating, on Customer’s behalf, Credits to the specified Payee Bank Accounts that correspond to a given Payment Request after SAP Concur’s Bank confirms to SAP Concur: (1) receipt of sufficient funds via the Direct Debit to effect full payment under such Payment Request, and (2) the debited funds are

deposited and cleared into the SAP Concur Bank Account. SAP Concur will have no obligation to initiate Credits, or otherwise transfer funds for the benefit of Payees, until SAP Concur receives confirmation from SAP Concur's Bank that the funds transferred from the Customer Bank Account to the SAP Concur Bank Account have cleared and are sufficient to effect full payment to all Payees under a Payment Request.

- Reversing, in its discretion or at Customer's written request, any payment in the event of an error, such as the following: (1) duplication of a previously-initiated Direct Debit or Credit, (2) a Direct Debit or Debit initiated to an unintended recipient, or (3) a Direct Debit or Credit initiated in an amount different from the amount that the recipient was entitled to receive under the Expense Pay – APA extended service. Local banking rules and regulations limit the amount of time for reversals. While SAP Concur will reasonably cooperate with Customer's requests for reversals, it does not control the reversal process and cannot guarantee results.
- SAP Concur will only process Payments through the Direct Debit process where such Payments are supported by the Expense Pay – APA extended service.
- Where Payments will be processed through a Pre-Fund Account:
  - Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
  - Initiating on Customer's behalf Payments to the specified Payee Bank Accounts that correspond to a given Payment Request after SAP Concur's Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
  - SAP Concur will only process Payments through a Pre-Fund Account where such Payments are supported by the Expense Pay – APA extended service.
- Confirming to Customer all Payments that SAP Concur is able to process and notifying the Customer of all Payments that SAP Concur is unable to process for any reason.
- SAP Concur will be liable for any Payment made due to a SAP Concur error that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee. Such SAP Concur liability is contingent upon Customer making an appropriate assignment of claims to SAP Concur and fully cooperating with SAP Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.
- Customer shall reimburse SAP Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by SAP Concur in connection with steps SAP Concur takes to reverse any Payment made in the event of an error, other than a SAP Concur Error.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments (including Direct Debit or Credit entries) 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) due to Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party's gross negligence or willful misconduct.

### 7.5.4.2 Customer's Performance

If the Expense Pay – APA extended service is ordered by Customer, then Customer agrees to the following:

- Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on Customer's behalf, Payments for each Payment Request, including (1) where Payments will be processed through the Direct Debit process, (a) initiating Direct Debits draw from the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (b) initiating Credits to the specified Payee Bank Accounts that correspond to a given Payment Request, and (2) where Payments will be processed through a Pre-Fund Account, (a) depositing funds in a Pre-Fund Account and (b) initiating fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
- Customer will be responsible for the following:
  - Where Payments will be processed through the Direct Debit process, providing a Customer Bank Account at Customer's Bank for the Expense Pay – APA extended service and obtaining (and providing to SAP Concur) written authorization, as applicable, to allow the transfer of funds via Direct Debit from the Customer Bank Account to the SAP Concur Bank Account (Customer shall be responsible for the actions of Customer's Bank pursuant to such authority). Where required by applicable banking rules and regulations, Customer must provide a copy of such written authorization to Customer's Bank.
  - Where Payments will be processed through a Pre-Fund Account, requesting a Pre-Fund Account, through the Service.
  - Determining the Payment Schedule that it wishes for Payments to Payees.
  - Providing written authorization in a form approved by SAP Concur and/or for SAP Concur's Bank to do the following on Customer's behalf: (1) initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule, and (2) initiating ACH Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request.
  - Obtaining all necessary and appropriate authorizations from each Payee (a "Payee Authorization") prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account and reversals of credits made to such account to recover funds credited to such account in error. In addition, for each Payee, Customer must obtain written agreement from such Payee and Payee's Bank on an accepted file and remittance instruction format, which must be in a format that is supported by SAP Concur.
  - Providing any other specific authorizations or account opening documents that SAP Concur requires of the Customer to provide prior to initiating service under the Expense Pay – APA extended service.
  - At the request of SAP Concur or SAP Concur's Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay - APA extended service.
  - Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to SAP Concur upon request.
  - Examining all statement of accounts, notices, and other reports it receives from SAP Concur or Customer's Bank relating to Payments and promptly notifying SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
  - The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service end ensuring the continued accuracy of such information.
  - Providing sufficient funds in the Customer Bank Account or the Pre-Fund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule by Direct Debit against the Customer Bank Account.
  - In the event of an Overdraft:

- SAP Concur will promptly notify Customer and will have the right to deny additional Payments until Customer fully reimburses SAP Concur for any Payments settled prior to such action by SAP Concur (if any) and fully corrects the Overdraft.
- Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit which is returned because of insufficient or uncollected funds or for any other reason) upon demand, plus the following amounts as liquidated damages and not as a penalty: (1) an overdraft fee equal to 1% of the deficiency, and (2) interest on the deficiency at a rate of 1.5% per month or the highest interest permitted by applicable law, whichever is less, until the deficiency is paid in full (and fully cleared into a SAP Concur Bank Account).
- Using its best efforts to cooperate with SAP Concur, law enforcement, any relevant payment services provider, and banking authorities to assist in the recovery of funds erroneously included in any Payment issued to any Payee or credited to any Payee Bank Account in error.
- With respect to Payments processed through Direct Debit processes, under applicable banking rules and regulations in each country, Customer is the originator of all Direct Debits and Credits under the Expense Pay – APA extended service. As such, Customer represents, warrants, and covenants that all Payees have authorized entries to their bank accounts and Customer will pay for all Credits. In addition, if any debit to a Payee Bank Account reversing or correcting a previously submitted Credit is returned for any reason, Customer unconditionally promises to pay the amount of such debit upon demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into a SAP Concur Bank Account).

### 7.5.4.3 Additional Terms

Both parties agree to: (1) comply with all applicable banking rules and regulations and all applicable laws in connection with the Expense Pay – APA extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - APA extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if SAP Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then SAP Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, SAP Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - APA extended service will be available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - APA extended service.

### 7.5.4.4 Definitions

For purposes of Expense Pay - APA, the following terms will have the meanings specified below:

- **“ACH”** means Automated Clearing House, which is a funds transfer system governed by the rules of the Singapore Automated Clearing House (“SACH”) that provides for the interbank clearing of electronic entries for participating financial institutions.
- **“BECS”** means the Bulk Electronic Clearing System, which is a funds transfer system governed by the rules of the Australian Payments and Clearing Association (“APCA”) that provides for the interbank clearing of electronic entries for participating financial institutions.
- **“SAP Concur Bank Account”** means a SAP Concur account at SAP Concur’s Bank through which Payments may be processed by SAP Concur under the Expense Pay – APA extended service.
- **“SAP Concur’s Bank”** means one or more financial institutions identified by SAP Concur and which SAP Concur may change from time to time in its discretion to initiate Direct Debits and Credits or to establish a

Pre-Fund Account, as applicable, for processing of Payments under the under Expense Pay – APA extended service.

- **“Corporate Card Payee”** means a third-party corporate card provider identified to SAP Concur by Customer that SAP Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay – APA extended service.
- **“Credit(s)”** means a transfer of funds into a bank account, or the funds transferred using this process, as applicable.
- **“Customer Bank Account”** means a Customer account at Customer’s Bank identified to SAP Concur by Customer as the account located in the applicable country to be debited (or credited in the event of a return or reversal) by SAP Concur under the Expense Pay – APA extended service. For Direct Debits and Credits made in Australia the Customer Bank Account must be domiciled in Australia. For Direct Debits and Credits made in Hong Kong the Customer Bank Account must be domiciled in Hong Kong. For Direct Debits and Credits made in New Zealand the Customer Bank Account must be domiciled in New Zealand. For Direct Debits and Credits made in Singapore, the Customer Bank Account must be domiciled in Singapore.
- **“Customer’s Bank”** means the financial institution located in the applicable country identified to SAP Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.
- **“Direct Debit(s)”** means the applicable mechanism by which SAP Concur will debit or request funds from Customer’s Bank Account to fund Payments, or the funds transferred using this mechanism, as applicable. The applicable Direct Debit processes include the drawing of funds pursuant to ACH, BECS, ISL, and the autodebit process in Hong Kong.
- **“Expense Reimbursement Payee”** means a user identified to SAP Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay – APA extended service.
- **“ISL”** means the Interchange and Settlement Limited (ISL) which is a payment clearing system used for electronic funds transfers in New Zealand.
- **“Overdraft”** means either: (1) Customer’s failure to provide sufficient funds to fully cover any Payment Request debited to a Customer Bank Account on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Direct Debit drawn against a Customer Bank Account to fund a Payment Request.
- **“Payee”** means either an Expense Reimbursement Payee or a Corporate Card Payee.
- **“Payee Bank Account”** means a Payee account at Payee’s Bank identified to SAP Concur by Customer or such Payee as the account located in the applicable country to be credited (or debited in the event of a return or reversal) by SAP Concur under the Expense Pay – APA extended service.
- **“Payee’s Bank”** means the financial institution located in the applicable country and identified to SAP Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.
- **“Payment Request”** means, for each transfer of funds from the Customer Bank Account or the Pre-Fund Account, as applicable, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.
- **“Payment Schedule”** means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – APA extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – APA extended service (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.



- **“Payments”** means, as applicable under the Expense Pay - APA extended service, (1) Direct Debits and Credits made in the process of transferring funds from the Customer Bank Account to the SAP Concur Bank Account, and from the SAP Concur Bank Account to a Payee Bank Account and (2) payments made pursuant to the payment process of transferring funds from the Pre-Fund Account to a Payee Bank Account.
- **“Pre-Fund Account”** is a SAP Concur Bank Account set up for Customer at SAP Concur’s Bank that is pre-funded by Customer’s transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur’s processing of Payments to Payees.

### 7.5.5 Expense Pay – Japan

The Expense Pay - Japan extended service facilitates payments to (1) reimburse the Customer’s expense claim filers and/or (2) schedule payment to the Customer’s supported corporate card issuer for corporate card charges and fees, as further set forth below. All payments in Japan are made in Japanese Yen.

#### 7.5.5.1 SAP Concur’s Performance

If the Expense Pay – Japan extended service is implemented for the Customer, then SAP Concur agrees to be responsible for the following, after Customer completes all prerequisites described below and the implementation is completed:

- Receiving each Payment Request from the Service.
- Establishing a Pre-Fund Account into which Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
- Initiating, on Customer’s behalf, Payments to the specified Payee Bank Accounts that correspond to a given Payment Request after SAP Concur’s Bank determines that funds transferred into the Pre-Fund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
- Confirming to Customer all Payments that SAP Concur is able to process and notifying the Customer of all Payments that SAP Concur is unable to process for any reason.
- SAP Concur will be liable for any Payment made due to a SAP Concur error that is not in accordance with a Payment Request or otherwise approved by Customer or the applicable Payee. Such SAP Concur liability is contingent upon Customer making an appropriate assignment of claims to SAP Concur and fully cooperating with SAP Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur’s Bank will be responsible for any damages arising from: (1) any decision to withhold or delay originating payments or effecting scheduled Payments (a) after reasonable efforts to verify such Payments by the required security procedure have failed, (b) due to Customer’s creditworthiness, (c) due to Customer’s failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or (d) due to the reasonable belief that any such Payments may violate any law, guideline, decree, rule or regulation of any banking or governmental authority, or (2) any loss, damage, cost or expense arising from any act or omission in the transmission or carry out of instructions, unless such loss, damage, cost or expense results from such party’s gross negligence or willful misconduct.

#### 7.5.5.2 Customer’s Performance

If the Expense Pay – Japan extended service is ordered by Customer, then Customer agrees to the following:

- Customer hereby authorizes SAP Concur and SAP Concur’s Bank to initiate, on Customer’s behalf, Payments with respect to each Payment Request, including initiating (1) depositing funds in a Pre-Fund Account and (2)

fund transfers from the Pre-Fund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.

- Customer will be responsible for the following:
- Requesting a Pre-Fund Account during the implementation of the Expense Pay – Japan extended service.
- Determining the Payment Schedule that it wishes for Payments to Payees.
- Providing written authorization in a form approved by SAP Concur and/or for SAP Concur’s Bank to perform the activities associated with the Expense Pay – Japan extended service.
- Obtaining all necessary and appropriate authorizations from each Payee (a “Payee Authorization”) prior to the first Payment to the Payee Bank Account of such Payee, which Payee Authorization authorizes the initiation of credits to such Payee Bank Account and reversals of credits made to such account to recover funds credited to such account in error. In addition, for each Payee, Customer must obtain written agreement from such Payee and Payee’s Bank on an accepted file and remittance instruction format, which must be in a format that is supported by SAP Concur.
- Providing any other specific authorizations or account opening documents that SAP Concur requires of the Customer to provide prior to initiating service under the Expense Pay – Japan extended service.
- At the request of SAP Concur or SAP Concur’s Bank, using its best efforts to obtain, and taking all necessary steps to enforce, agreement from each Payee that they shall promptly repay any funds paid to them in error pursuant to the Expense Pay – Japan extended service.
- Retaining a copy of each Payee Authorization during the period that such Payee Authorization is in effect and for two (2) years thereafter, or such longer period if required by law, and furnishing such copy to SAP Concur upon request.
- Examining all statement of accounts, notices, and other reports it receives from SAP Concur or Customer’s Bank relating to Payments and promptly notifying SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions or improper entries.
- The actions and omissions of Customer representatives and Payees in inputting bank account information into the Service and ensuring the continued accuracy of such information.
- Providing sufficient funds in the Customer’s designated Bank Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule. Using its best efforts to cooperate with SAP Concur, law enforcement, any relevant payment services providers, and banking authorities to assist in the recovery of funds erroneously included in any Payment issued to any Payee or credited to any Payee Bank Account in error.
- Customer shall reimburse SAP Concur in respect of any reasonable costs or expenses incurred, or third party costs or expenses reasonably paid, by SAP Concur in connection with steps SAP Concur takes to reverse any Payment made in the event of an error, other than a SAP Concur Error.

### 7.5.5.3 Additional Terms

Both parties agree to: (1) comply with all applicable Zengin rules and all applicable laws in connection with the Expense Pay – Japan extended service, (2) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities or terrorist activities associated with the Expense Pay - Japan extended service, and (3) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Customer agrees that if SAP Concur has any reason to believe that funds have been deposited in its bank account in fraudulent or criminal circumstances or intent, then SAP Concur shall be entitled, in order to facilitate reasonable inquiry, to freeze such funds without being liable for any loss incurred thereby. Unless prohibited by applicable law or regulation, SAP Concur will promptly notify Customer of any such action and the reasons for it. The Expense Pay - Japan extended service will be available only for so long as SAP



Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for the Expense Pay - Japan extended service.

### 7.5.5.4 Definitions

For purposes of the Expense Pay – Japan extended service, the following terms will have the meanings specified below:

- **“SAP Concur Bank Account”** means a SAP Concur account at SAP Concur’s Bank through which Payments may be processed by SAP Concur under the Expense Pay – Japan extended service.
- **“SAP Concur’s Bank”** means the financial institution identified by SAP Concur to establish a Pre-Fund Account.
- **“Corporate Card Payee”** means a third-party corporate card provider identified to SAP Concur by Customer that SAP Concur has reasonably determined is eligible to receive Payments in the amount of credit card charges and fees identified by the Service to be paid to such corporate card provider under the Expense Pay – Japan extended service.
- **“Expense Reimbursement Payee”** means a user identified to SAP Concur by Customer as eligible to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to such Customer user under the Expense Pay – Japan extended service.
- **“Payee”** means either an Expense Reimbursement Payee or a Corporate Card Payee.
- **“Payee Bank Account”** means a Payee account at Payee’s Bank identified to SAP Concur by Customer or such Payee as the account located in the applicable country to be credited (or debited in the event of a return or reversal) by SAP Concur under the Expense Pay – Japan extended service.
- **“Payee’s Bank”** means the financial institution located in the applicable country and identified to SAP Concur by Customer or a Payee as the financial institution at which such Payee maintains its Payee Bank Account.
- **“Payment Request”** means, for each transfer of funds from the Pre-Fund Account, the amount of Payments identified by the Service to be paid to applicable Payees in accordance with the Payment Schedule.
- **“Payment Schedule”** means the schedule for making Payments, as follows: (1) for Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – Japan extended service (i.e., daily, weekly, semi-monthly, or monthly) on an Expense Reimbursement Payee group basis; and (2) for Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule will be as designated by Customer during the implementation of the Expense Pay – Japan extended service, (i.e., daily, weekly, semi-monthly, or monthly) on a Corporate Card Payee basis.
- **“Payments”** means payments made pursuant to the [Zengin] payment process of transferring funds from the Pre-Fund Account to a Payee Bank Account under the Expense Pay – Japan extended service.
- **“Pre-Fund Account”** is a SAP Concur Bank Account set up for Customer at SAP Concur’s Bank that is pre-funded by Customer’s transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur’s processing of Payments to Payees.
- **“Zengin”** is the local payment clearing system in Japan.

## 7.6 Budget Insight

Budget Insight is an extended service that can be ordered under the Travel & Expense, Expense, or Concur Request - Stand-Alone service type(s) for an additional fee. When activated additional budgeting capabilities are made available to the Customer through the Service. Budget Insight consists of the following:

- Ability to input the Customer’s planned budget data by period and track it against actual budget usage through Service for that period.

- Ability to establish a budget approval workflow process for Concur Requests and expense reports (as applicable).
- Ability to view the Customer's budget information within the approval workflow process and in reports and dashboards.

### 7.7 Risk Messaging – Add-on

Risk Messaging – Add-On is an extended service module which can be ordered under the Travel, Travel & Expense, or Expense service types for an additional fee. The Risk Messaging – Add-on extended service module includes the following extended services which can be individually ordered:

#### 7.7.1 Risk Messaging Essentials

The Risk Messaging Essentials service enables Customer to identify and confirm the location of all users that are assigned the Risk Messaging Essentials attribute ("Registered Users") and communicate with them during unplanned or routine events. It consists of the following functionalities:

- Import of data:
  - Import of profile, booking, TripLink® and Concur Request data which are available in the SAP Concur Travel & Expense database.
  - Import of booking data from other data sources for a fee per data source as specified in the applicable ordering document (e.g., TMC, GDS, Mid- and Back-Office or other available data sources).
  - Import of risk content (alerts and notices) from a content provider selected by SAP Concur.
  - Import of flight delay and cancellation content from a content provider selected by SAP Concur.
  - Import of user-provided location via:
    - Check-in from SAP Concur mobile apps;
    - Check-in from SAP Concur Travel web interface.
- Access to the web-based administration interface with an unlimited number of administrators. Each administrator can be configured to access all or a restricted number of the areas in the admin portal.
- Access to a Destination Services functionality, which enables the administrator to create and manage rules for automated message delivery.
- Access to a Policy Manager functionality, which enables the administrator to create and manage rules for automated message delivery.
- Access to a MapCast functionality, which enables the Risk Messaging Essentials administrator to:
  - View a global map and search for the location of all Registered Users. Registered Users will display on the map if they either have completed a Location Check-In via the conTgo Mobile App or have an itinerary imported through TripIt or Risk Messaging Essentials. The location check-in:
    - Transmits the Registered User's location at a single point in time to the service; and
    - Allows the Registered User to communicate through the Risk Messaging Essentials service using keywords or free text as described below.
  - Select certain Registered Users based on a variety of filtering and selection options.
  - Communicate directly with the selected Registered Users from the map interface using the following options:
    - Name of communication event;
    - Content to be delivered;
    - Type of communication (Alert: i.e., 2-way; or Broadcast: i.e., 1-way);
    - Override opt-out;
    - Time of delivery (instant or delayed).

- Delivery of the message using any selected available communication channel, including e-mails, SMS texts and app push notifications. If the message is sent as an alert message, the Registered Users included in the message are color-coded based on whether the Registered User received and responded to the message.
  - access a list of all individuals who were included in a message, including the option to mark the status of an individual as “OK” even though they have not yet responded or responded with a word other than “OK”;
  - display the current risk summary per country, and the last received risk event for selected country;
  - display detailed booking data (segments) for a selected Registered User;
  - display a list of selected Registered Users, which can be exported as an Excel or CSV file.
- Access to a Share functionality, which enables the administrator to review all share designated messages sent by Registered Users.
- Ability for the Risk Messaging Essentials administrator to send information to Registered Users via the Broadcast and Alert functionalities:
  - Such information communication is composed of the following:
    - a message (free text entered by the administrator, considering that long messages may have to be split into several);
    - a medium (e-mails or SMS text messages); and
    - a recipient ID (e-mail address or telephone number).
  - Broadcast messages are delivered as a one-way communication with no option for Registered Users to respond.
  - Alert messages are delivered as a two-way communication with an option for the Registered Users to respond via the same medium with a brief message based on the administrator’s request.
  - The administrator can select the Registered Users to be included in the communication, based on their current, past or future location, or to Registered Users based on airport, airline, flight number and flight date filtering.
- Ability for the Customer to use keywords to be used for automated responses to Registered Users within defined levels. When a keyword is used, the relevant response will automatically be delivered to the Registered User, while an optional message can be generated with the information about the user, their current location and the keyword used.
- Ability for the Customer to process risk contents and inform Registered Users as follows:
  - Automated import of risk events referred to as risk alerts and risk notices from SAP Concur’s selection of risk content providers.
  - The imported risk content is matched against all itinerary data for identification of Registered Users who are present in the same location as the risk event or have an active itinerary which will put them in the same location as the risk event within the next 48 hours.
  - An impact e-mail is sent to the designated e-mail address or addresses with a description of the risk event and a listing of all impacted Registered Users.
  - The impact e-mail can result in an automated delivery of the risk event directly to each impacted Registered User subject to the risk level threshold defined in the administration setup. If the risk event risk level is equal to or higher than the risk level threshold, then all impacted individuals receive a copy of the risk event via SMS text message delivery.
- Ability for the Customer to deliver automated pre-travel advisory (“PTA”) e-mails and review delivery status of past PTA e-mails.
  - PTA e-mails are branded using the SAP Concur logo and name;
  - Customer can define the number of days before departure the PTA e-mail shall be created and sent;
  - Customer can define risk level threshold (1-5 scale) which will result in the delivery of a PTA e-mail; and

- e-mail address to be used for notifications of failed e-mail delivery;
- Access to a Group functionality, which enables the administrator to manually create a group of travelers. These groups created by the administrators will have a communications feature. An administrator will be able to search for Groups and manually push messages via the Communicate Tab to all Travelers in the defined Group.

When used in combination with the SAP Concur Travel & Expense, Expense or Concur Request – Standalone service types, the following additional functionalities are made available to the Customer:

- Automated synchronization of any changes made to the SAP Concur profile data including the use of “place of work” as an active location indicator for non-travelling Registered Users;
- Registered Users can complete a Location Check-In using SAP Concur mobile;
- Within the MapCast functionality, use of “Place of work” as a selection criteria for communication to Registered Users. Registered Users will also display on the global map if they have one of these:
  - Default location if included in their SAP Concur profile;
  - Travel itinerary;
  - TripLink® itinerary;
  - An approved Concur Request itinerary.
- Ability to import and present approved Concur Requests submitted via the Concur Request – Standalone service.

### 7.7.1.1 Additional Terms

- Customer acknowledges and agrees that the use of short message transmission services, also known as SMS messaging or text messaging (collectively, “SMS messaging”) and e-mail, as a means of sending messages to Registered Users as part of the Risk Messaging Essentials service can result in delayed, undelivered or incomplete messages from time to time and that the process of transmitting messages via SMS messaging or e-mail can be unreliable and includes multiple third parties that participate in the transmission process, including a given Registered User’s mobile network operator and intermediary transmission companies whose respective networks and transmission can individually or in combination result in delayed, undelivered, or incomplete messages. Customer further understands and agrees that it should not in any way rely upon SMS messaging or e-mail as part of the Risk Messaging Essentials service for the safety of any child or other individual and that given the inherent risks of delay, lack of delivery or incompleteness, it is and would be under any circumstances unreasonable to do so and Customer assumes all risk associated with any such delay, lack of delivery or incompleteness. The Risk Messaging Essentials service does, however, allow multiple modes of communication to increase the likelihood of transmission without further guaranty.
- Customer acknowledges that messages will be transmitted in an unencrypted format. To the extent permitted by law, SAP Concur may intercept and disclose any messages transmitted over the SAP Concur or its agent’s network to the extent reasonably necessary to protect the operation of such network, or to comply with any legal, regulatory, governmental, or network operator inquiries or requirements.
- Customer acknowledges that, due to local laws or regulations, SAP Concur may, from time to time, be unable to deliver SMS messages or e-mail into a given country (e.g., whitelisting or foreign origination messages), in which case SAP Concur shall not be responsible for any such non-delivery.
- Customer acknowledges that it shall not use the Risk Messaging Essentials service for transmitting messages to any individual or Registered User that: (i) Customer does not have a legal right to send such messaging or have revoked or otherwise have not agreed to receive such messaging from Customer (with the exception of mandatory emergency messages relating to safety and security of individuals, including Registered Users); or (ii) contains material or language in such messaging that is promotional or political in nature, illegal,

harassing, coercive, abusive or is otherwise unauthorized by the Registered User, outside the scope of emergency messages, or informational messages relating to travel or business as disclosed in the notice SAP Concur may have provided to Registered Users, or outside the scope of notice provided by Customer if Customer has agreed to provide such notices. Customer acknowledges that it is Customer's responsibility to provide any notices and obtain all consents required by law or contract, or to review any notice and consent experience offered by SAP Concur to ensure that such notice and consent experience meets Customer's legal and contractual obligations, prior to sending or directing SAP Concur to send any messages under the Risk Messaging Essentials service.

- Customer acknowledges that if it receives any complaints from a Registered User regarding Customer's use of the Risk Messaging Essentials service, including any opt-out request from a Registered User, it will immediately provide notice of such complaint or opt-out request to SAP Concur for review and processing. Customer further agrees that in the event SAP Concur receives a request from a Registered User, either directly from Registered User or through Customer, to revoke the Registered User's consent to receive SMS messages relating to the Service, then SAP Concur shall be entitled to remove the Registered User from the receipt of informational SMS messages relating to the Service and to reject requests by the Registered User to be removed from mandatory emergency-related SMS messages without any further liability or obligation of SAP Concur to Customer.
- Customer shall communicate and regularly update SAP Concur or the Risk Messaging Essentials service with current mobile phone numbers available for SMS message purposes, including mobile phone numbers that must be removed from the Risk Messaging Essentials service (e.g., departed employees) related to a Registered User.

### 7.7.1.2 Service Level Commitments for Risk Messaging Essentials.

Notwithstanding anything in the Service Description Guide to the contrary, the Client Support Services and the Service Level Commitments set forth below shall apply to the Risk Messaging Essentials service.

### 7.7.1.3 Definitions

- **"RM Service Availability"** means the percentage of total time in a given calendar month during which the Risk Messaging Essentials service is available to Customer, excluding Excused Downtime. Service Availability is calculated in accordance with the following formula:

$$a = \frac{[(b - c) - d] \times 100}{b - c} \text{ where:}$$

"a" = the actual percentage of availability in such month;

"b" = the total number of hours in such month;

"c" = the total number of hours of Excused Downtime in such month; and

"d" = the total number of hours that the Service is not available in such month, less any Excused Downtime ("Unexcused Downtime").

- **"Excused Downtime"** means, collectively, (a) downtime to perform routine planned maintenance during the SAP Concur standard maintenance windows (which windows shall not exceed two (2) hours per week and shall not occur from 6:00 a.m. Monday to 10:00 pm. Friday, per Customer's Processing Time Zone), (b) scheduled downtime approved in writing by Customer, or (c) downtime due to any factors beyond SAP Concur's reasonable control. SAP Concur will provide Customer with notice of scheduled downtime at least 72-hours in advance of such downtime.

- **“Processing Time Zone”** means, for a given Customer, a single overnight processing time zone selected for Customer for the Service, which time zone may be Eastern Time, Central Time, Pacific Time, Greenwich Mean Time, or Australian Eastern Time.
- **“Business Hours”** means, for a given Customer, the hours of 8:00 a.m. Monday to 5:00 p.m., Friday, excluding SAP Concur holidays, per Customer’s Processing Time Zone.

### 7.7.1.4 Service Availability

Following commencement of the Service, SAP Concur will achieve at least 99% RM Service Availability in each calendar month during the term of the Agreement between the Customer and SAP Concur. Customer’s exclusive remedy and SAP Concur’s entire liability for any failure to achieve the service level described above will be as follows: (a) for a failure in a given month, such remedy shall be Customer’s right to receive a 5% credit against its recurring fees for the Risk Messaging Essentials service on the next invoice period; and (b) in addition to the remedy set forth in clause (a) above, for a failure in any three (3) months in any twelve (12) consecutive month period, such remedy shall be Customer’s right to terminate the Risk Messaging Essentials service, by delivery of a written notice of termination and such termination shall be effective as of the date of such notice.

### 7.7.1.5 Client Support Services for Risk Messaging Essentials

- **Support Service Availability** - Customer can access Client Support Services by reporting an Incident via SAP Concur’s standard support ticket submission process. An “Incident” is a reproducible abnormal behavior of the Risk Messaging Essentials service that prevents web access to the Risk Messaging Essentials service, failure of bookings to import into the Risk Messaging Essentials service or failure of messages to be sent from the Risk Messaging Essentials service.
- **Incident Corrections** - SAP Concur will use its reasonable efforts to correct each Incident with a level of effort commensurate with the severity of the Incident as described below, provided that SAP Concur shall not be responsible for correcting any issue not attributable to the Risk Messaging Essentials service and under the reasonable control of SAP Concur.
- **Definitions of Priorities**
  - Priority 1 (P1): This is a severe Incident in the production environment, resulting in the Risk Messaging Essentials service being completely unavailable or all messages failing to be sent from the Risk Messaging Essentials service, and no work-around is available.
  - Priority 2 (P2): This is a serious Incident in a production environment causing degradation of the functionality for a significant group of users or failure of a significant number of messages failing to be sent from the Risk Messaging Essentials service (where “significant” means impacting at least 20 users or 10% of the messages being sent from the Risk Messaging Essentials service).
  - Priority 3 (P3): This is an Incident in a production environment, causing degradation of the functionality for a small number of users or small number of messages failing.
  - SAP Concur reserves the right to assign and re-assign priority to an Incident to render it consistent with these definitions.
- **Exclusions and Limitation.** SAP Concur is not required to provide any Client Support Services relating to issues arising outside of the SAP Concur system or network and beyond the reasonable control of SAP Concur (e.g., issues originating outside of the SAP Concur firewall).
- **Client Support Service Level.** Following commencement of the service, SAP Concur will achieve the following for the SAP Concur Risk Messaging Essentials service during the term of the Agreement between the Customer and SAP Concur:
  - **Client Support Service Responsiveness** - Upon receipt of an Incident notification, a SAP Concur technical support representative will reply to the applicable Authorized Administrator to discuss an



Incident within one (1) hour for a P1 Incident, within two (2) Business Hours for a P2 Incident, and within eight (8) Business Hours for a P3 Incident.

- **Client Support Service Target Resolution** - Upon SAP Concur's identification of an Incident with the Service, SAP Concur will target resolution of the Incident within two (2) hours for a P1 Incident, within two (2) days for a P2 Incident, and within fourteen (14) days for a P3 Incident. If resolution requires development or configuration resources or engagement of 3<sup>rd</sup> party vendors, then target resolution is as SAP Concur reasonably determines to be appropriate under the circumstances.
- **Escalation and Resolutions Procedures** - The escalation contact matrix will be communicated to the Customer by their SAP Concur service account team at support kick-off meeting or at subsequent meetings. In addition, the Customer may bring the Incident to the attention of SAP Concur management, via the SAP Concur support portal (add incident comment stating the reason for the escalation and select the escalate feature). The escalate feature notifies Customer support management and assigned staff for escalation. Customer shall not make such request until after an attempt to contact the assigned SAP Concur representative and the incident is outside of the on-going communication timelines or target resolution timeline for a P1 or P2.
- **Reporting** - SAP Concur will make available to Customer reporting on a monthly basis a complete and accurate set of reports ("Reports") monitoring compliance with the service levels set forth above for the Risk Messaging Essentials service. SAP Concur will provide to Customer access to such Reports on a monthly basis for the prior months service upon Customer's request to the SAP Concur help desk.
- **Training** - Training services for the Risk Messaging Essentials service are provided to Customer's Authorized Administrator(s) and consists of an Administration guide that provides step-by-step instructions for the most important tasks, including how to create and broadcast an alert (as applicable). Additional training can be provided for an additional charge.

### 7.7.2 Risk Messaging Premium

The Risk Messaging Premium extended service includes the services described above that are applicable to the Risk Messaging Essentials extended service, together with the following additional services:

- Import of data:
  - Import of booking data from third party data sources other than through the SAP Concur platform at no extra cost per data source;
  - Import of booking data in multiple formats from a single TMC;
  - Option for Customer to select a third party risk content provider and connect the content source to the open risk content API in accordance with SAP Concur's specifications. The Customer shall reimburse SAP Concur in respect of any costs paid by SAP Concur in connection with the connection of a new risk content provider, except as otherwise expressly agreed in writing by the parties.
- PTA e-mails:
  - Option for Customer to do a specific branding of the PTA e-mail subject to additional conditions.
  - Option for Customer's specific content to be inserted into the PTA e-mail subject to additional conditions.
- Destination service rules, including the option to upload once per year multiple destination service rules with automated rules creation based on a specified data format. Additional uploads may be purchased for an additional fee.

## 7.8 User Support Desk

User Support Desk is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types for an additional fee per service type. User Support Desk consists of the following:



- Performing the following first-level support service by telephone (via a toll-free telephone number) or live chat or case submittal via the Support Portal for Customer's end users:
  - Answer user questions regarding the operation and function of the Customer's configuration of the Service;
  - Answer user questions regarding the Customer's specific configuration of the Service in accordance with pre-defined parameters established during the implementation of the User Support Desk service, and promptly escalate questions outside of such pre-defined parameters to the Customer's service administrator and then the Customer's service administrator communicates the response required back to the applicable end user; and
  - Escalate issues reported by users regarding an actual or suspected error or problem with the Service within SAP Concur for incident identification, troubleshooting, and resolution.
- Providing the first-level support service described above, as follows:
  - Twenty-four (24) hours per day, seven (7) days per week, including SAP Concur holidays in the English language, for Travel & Expense, Expense and Invoice Processing;
    - Support in Europe: 08:00 through 17:00 GMT Monday through Friday, excluding SAP Concur holidays, in German, French, Italian and Spanish only for Travel & Expense or Expense Customers;
  - Support in North & South America: 06:00 through 14:00 PT Monday through Friday, excluding SAP Concur holidays, in French and Spanish only for Travel & Expense or Expense Customers; and
  - Support in Asia: 09:00 through 18:00 China Standard Time Monday through Friday, excluding SAP Concur holidays, in Mandarin for Travel & Expense or Expense Customers;
  - Language support for User Support Desk for Invoice Processing is provided in English only, 07:00 through 16:00 Pacific Time Monday through Friday.
- Providing access to a SAP Concur Knowledge Base, where Customers can find answers to common questions; and
- Providing access to a service report which can be generated by the Customer in the Support Portal, which may include: (a) email address, (b) case #, (c) topic, (d) subject, (e) status, (f) date created, (g) date of last comment, and (h) date closed.

## 7.9 Service Administration

Service Administration is an extended service module which includes the extended services identified below that can be ordered under the Travel & Expense, Expense, Travel and/or Invoice Processing service types (as further set forth below) for an additional fee. The Service Administration service module includes the following extended services which can be individually ordered:

### 7.9.1 Service Administration

Service Administration consists of the following:

- Access to one or more SAP Concur consultants who will work with the primary Customer contact to provide the following:
  - First point of contact for all support cases and configuration requests;
  - Assistance with administrative requests;
  - Annual maintenance of Customer's existing Service configuration using SAP Concur standard configurations and rates (where available); and
  - Review of monthly release notes and providing configuration best practices and strategies to meet business objectives.

- Access to the SAP Concur consultant is provided via the SAP Concur Support Portal (preferred), telephone, or email during normal business hours.
- Support is provided primarily in English. Spanish, French, Japanese, German and Mandarin support is available in limited markets and regions (provided that support tasks routed to other teams within SAP Concur may be worked in English).
- By ordering the Service Administration extended service, Customer authorizes SAP Concur to do the following:
  - Initiate, on Customer's behalf, changes to the configuration of Customer's Service; and
  - Liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by the Customer.

### 7.9.2 Service Administration – Elite

Service Administration – Elite is an extended service that can be ordered in connection with the Service Administration extended service under the Travel & Expense, Expense or Travel service type. Service Administration – Elite includes the services described above that are applicable to Service Administration along with the following:

- An annual review of Customer's Travel and/or Expense configurations. The SAP Concur consultant and Customer will develop an agreed upon agenda for such review focusing on aspects of the configuration of interest to Customer. This review may include:
  - Review of unused features that could benefit Customer;
  - Opportunities to more effectively enforce Customer's travel & expense policies in the Service; and
  - Discussion of Customer's goals around its travel and/or expense activities and how SAP Concur can help to meet these goals.
- Facilitate up to four monthly status calls with Customer contacts representing multiple regions, business units, or subsidiaries, as applicable.
- Provide support for Customer's deploying Concur Expense or Travel & Expense to new regions or conversions to a new TMC. The SAP Concur consultant will participate in implementation calls to provide background and guidance, working in partnership with the SAP Concur implementation team and Customer.
- Annual maintenance of existing Travel Allowance configurations for standard or custom configurations and rates.
- If the Custom Travel Allowance service is implemented, provide support and guidance in completing the Custom Travel Allowance worksheet required for maintenance of such service.

### 7.9.3 Service Administration for Higher Education

Service Administration for Higher Education is an extended service that can be ordered under the Travel & Expense, Expense, Travel and/or Invoice Processing service types. Service Administration for Higher Education includes the following:

- Access to one or more SAP Concur consultants focused on Customers in the Higher Education environment.
  - First point of contact for all support cases and configuration requests;

- Assistance with administrative requests;
- Access to the consultant is provided via the SAP Concur Support Portal, telephone or email during normal business hours.
- Support is provided in English only.
- An annual review of Customer's Service configurations. The SAP Concur consultant and Customer will develop an agreed upon agenda for such review focusing on aspects of the configuration of interest to Customer. This review may include:
  - Review of unused features that could benefit Customer;
  - Opportunities to more effectively enforce Customer's travel & expense policies in the Service; and
  - Discussion of Customer's goals around its travel and/or expense activities and how SAP Concur can help meet these goals.
- Collaboration with Customer's Travel Management Company when requested in order to support alignment between the Travel and/or Expense Service objectives.
- SAFE-Start cross-functional review of new Service configuration and on-going configuration phases prior to launch of the deployment objective(s).
- Annual maintenance of existing Travel Allowance configurations for standard or custom configurations and rates.
- By ordering the Service Administration for Higher Education extended service, Customer authorizes SAP Concur to do the following:
  - Initiate, on Customer's behalf, changes to the configuration of Customer's Service; and
  - Liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by the Customer.

### 7.9.4 Service Assistant

Service Assistant is an extended service that can be ordered under the Travel & Expense, Expense and/or Invoice Processing services types for an additional fee. Service Assistant consists of the following:

- Access to one or more SAP Concur Service Assistant Coaches who will work with the primary Customer contact to provide the following:
  - Assistance with administrative requests;
  - Annual maintenance of Customer's existing Service configuration using SAP Concur standard configurations and rates (where available); and
  - Coaching sessions as requested.
- Access to the Service Assistant Coach is provided via the SAP Concur Support Portal, dedicated phone line, chat or email during normal business hours.
- Support is provided in English.
- By ordering the Service Assistant extended service, Customer authorizes SAP Concur to do the following:
  - Initiate, on Customer's behalf, changes to the configuration of Customer's Service; and

- Liaise, on Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by the Customer.

### 7.10 Expenselt® or Expenselt Pro

Expenselt or Expenselt Pro are extended services which can be ordered under the Travel & Expense and Expense service types for an additional fee. The Expenselt Pro extended service is only available to Customers that have already purchased such service.

Each such extended service includes the following:

- The ability to take photos of receipts from a supported mobile device and send them to SAP Concur for further processing;
- Automatic creation of an expense transaction through the SAP Concur service which reads receipt information from receipt images received from authorized Expenselt or Expenselt Pro users, as applicable;
- Automatic matching of Expenselt or Expenselt Pro (as applicable) generated transactions with corporate card transactions and trips; and
- Automatic itemizing of hotel folios received from authorized Expenselt or Expenselt Pro users, as applicable.

### 7.11 TripLink®

TripLink is an extended service which can be ordered under the Travel & Expense, Expense and Travel service types for an additional fee. TripLink includes the following:

- Ability to import itineraries from multiple sources;
- Ability to mix agency and imported bookings into a single SAP Concur itinerary;
- Ability to manually manipulate consolidated itineraries in the SAP Concur Travel Trip Library;
- Itinerary-based audit rules in Expense; and
- TripLink business trip data available in Cognos;

TripLink includes the ability to integrate with participating suppliers:

- Ability for users to link their account to participating suppliers, and authorize access to such user account to participating suppliers.
- Ability to capture, in the SAP Concur Service, the corporate booking travel data for travel booked through a participating supplier.
- Ability to link a SAP Concur Service profile with a participating supplier loyalty account.
- Ability to automatically access Customer's corporate discount when booking through a participating supplier.
- Ability to have participating supplier travel itinerary details accessible via the SAP Concur Service and SAP Concur mobile. Itinerary details may also be available via Triplt for those of Customer's users that have Triplt accounts and have connected that account with the user's SAP Concur account.

#### 7.11.1 Triplt Pro

For Customers located in the United States, Canada, the United Kingdom, Australia, Singapore, Malaysia, Japan and Hong Kong that are using the SAP Concur US data center and that purchased the TripLink extended service,

Customer users will be eligible for a free subscription to Triplt Pro. Activation of the free Triplt Pro subscription requires: (1) Customer users that do not already have a Triplt account to become Triplt users by creating a Triplt account and accepting the Triplt User Agreement and (2) the Triplt user to link the user's SAP Concur account to the user's Triplt account. A Triplt user's free subscription to Triplt Pro will continue for so long as Customer has TripLink and such user continues to be a Customer user. Afterwards, the Triplt user may continue to use his or her Triplt account with his or her own paid Triplt Pro subscription or return to the basic free version of Triplt. Customer acknowledges that Triplt Pro shall only be available in the English language. A subscription to Triplt Pro includes the following:

- Syncing of travel itineraries between SAP Concur and Triplt.
  - Real-time flight alerts sent to the Triplt user via e-mail, push, or SMS notification (as designated by the user) of the following:
    - Flight delays and cancellations;
    - Gate changes;
    - 24-hour check-in notification;
    - Four (4) hour confirmation before departure;
    - Connecting flight information with layover time, gates and current flight status; and
    - Baggage claim information.
  - Alternate flights search feature that allows Triplt users to view options for flights on the same and other airlines, including real-time seat availability. The Triplt user is responsible for contacting the airline or Travel Management Company to re-book the flight.
  - Point Tracker feature that allows the Triplt user to track Triplt-designated loyalty program account information, such as balances activity, and expiration dates;
  - Inner Circle feature that allows a Triplt user to designate other Triplt users for sharing and notification of travel plans, excluding trips designated as private by the Triplt user.
  - Seat Tracker feature that allows the Triplt user to set seat preferences for a specific flight and receive a notification when a preferred seat becomes available.
  - Monitoring of economy-class airfares for U.S. routes on Triplt-designated airlines after a ticket is purchased. For qualifying reductions, Triplt will send to the Triplt user an email, push, or SMS notification (as designated by the user). The Triplt user is responsible for the airline to request a refund or credit.
  - Travel benefits provided by Triplt's third party travel partners, as available and subject to the terms and conditions of the applicable third party travel partner.

### 7.11.2 Triplt for Teams

For Customers located in the United States, Canada, the United Kingdom, Australia, Singapore, Malaysia and Hong Kong that are using the SAP Concur US data center, Customer has the option to activate Triplt for Teams to benefit from Triplt users' use of Triplt Pro. Customer acknowledges that Triplt for Teams shall only be available in the English language. Triplt for Teams includes the following:

- Ability to set up travel teams comprised of Customer users with Triplt accounts, with owner, admin, and traveler roles;

- Capabilities for travel admins to create and manage trip plans for travelers;
- Travel dashboard for travel admins to view upcoming travel plans for the team of travelers;
- Customer-level administration so the Triplet for Teams owner can create multiple teams for the Customer and control the membership of each team; and
- Team travel calendars for users.

### 7.12 Concur Request – Add-on

Concur Request – Add-on is an extended service that can be ordered under the Travel & Expense or Expense service type(s) for an additional fee. The Concur Request – Add-on extended service consists of the following:

- Functionality that automates the preparation, routing, approval, and processing of Concur Requests under defined business policies and rules
- Ability to integrate with the Expense and the Travel & Expense service types to automate the creation of Concur Requests and expense reports.

### 7.13 Central Reconciliation

Central Reconciliation is an extended service that can be ordered under the Travel & Expense, Expense or Concur Request – Standalone service type(s) for an additional fee. The Central Reconciliation extended service consists of the following:

- Functionality that automates the centralized reconciliation of invoices generated by a company Lodge card. When purchased with Concur Request, invoices can be reconciled against pre-approved expenses included on a Concur Request;

Ability to integrate with the Concur Request service to allocate of invoices based on the Employee ID and allocations in the Concur Request header.

### 7.14 Invoice Management

Invoice Management is an extended service module which can be ordered under the Invoice Processing service type for an additional fee. The Invoice Management service module offers the following extended services which can be individually ordered:

#### 7.14.1 Invoice Check Payments

Invoice Check Payments consists of the SAP Concur process of printing Checks on behalf of the Customer using the Customer's identified bank account information for payment to a Customer's supplier in connection with invoices processed by Invoice Management by issuance and mailing of a Check. Invoice Check Payment is available for check payment processing in the United States (in United States dollars only) and in Canada (in Canadian dollars only).

##### 7.14.1.1 SAP Concur's Performance

If Invoice Check Payment is implemented for the Customer, then SAP Concur agrees to be responsible for the following, after Customer completes all pre-requisites described below and the implementation is completed:

- Receiving each Invoice Payment Request from Invoice Processing
- Initiating, on Customer's behalf, the issuance and mailing of a Check to pay a given Invoice Check Payment Request, each in accordance with the Invoice Payment Schedule.

- Confirming to Customer all Invoice Check Payments that SAP Concur is able to process and notifying the Customer of all Invoice Check Payments that SAP Concur is unable to process or mail.
- SAP Concur will be liable for any Invoice Check Payment made due solely to a SAP Concur error that is not in accordance with an Invoice Check Payment Request or otherwise approved by Customer. Such SAP Concur liability is contingent upon Customer making an appropriate assignment of claims to SAP Concur and fully cooperating with SAP Concur, law enforcement, and banking authorities to assist in the recovery of an erroneous Invoice Check Payment. Such SAP Concur liability will not be subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank will be responsible for any damages arising from any decision to withhold or delay originating Check payments or effecting scheduled Invoice Check Payments (1) after reasonable efforts to verify such entries by the required security procedure have failed, (2) due to Customer's creditworthiness.

### 7.14.1.2 Customer's Performance

If Invoice Check Payment is implemented for the Customer, then Customer agrees to the following:

- Customer hereby authorizes SAP Concur to issue, on Customer's behalf, a Check that corresponds to a given Invoice Check Payment Request.
- Customer will be responsible for the following:
  - Providing a Customer Bank Account at Customer's Bank for Invoice Check Payments.
  - Specifying Payment Terms that will determine the Invoice Payment Schedule for Invoice Check Payments to its Suppliers.
  - Providing information and images, such as company logo, company address, and digital signatures, necessary for SAP Concur to prepare a Check template.
  - Providing written information in a form approved by SAP Concur in order for SAP Concur and SAP Concur's Bank, as applicable, to perform Invoice Check Payments.
  - Providing sufficient funds in the Customer Bank Account to timely and fully cover all Invoice Check Payment Requests in accordance with the Invoice Payment Schedule. In the event of an Overdraft:
  - Notifying Customer's Bank for any stop payment request on an Invoice Check Payment.
  - Late payment fees owed to Suppliers.
  - Cooperating with SAP Concur, law enforcement, and banking authorities to assist in the recovery of funds erroneously included in any Invoice Payment issued to any Supplier or credited to any Supplier Bank Account in error.

### 7.14.1.3 Additional Terms

Both parties agree to: (1) not engage in any fraudulent or criminal activities, including without limitation money-laundering activities, associated with Invoice Check Payment, and (2) take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities. Invoice Check Payment will be available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for Invoice Check Payment.

### 7.14.1.4 Definitions

For purposes of Invoice Check Payments, the following terms will have the meanings specified below:

- **"Check"** means a written order instructing Customer's Bank to pay upon its presentation to the applicable Supplier, a certain sum of money from the Customer Bank Account.



- **“Customer’s Bank”** means the financial institution located in the United States identified to SAP Concur by Customer as the financial institution at which Customer maintains the Customer Bank Account.
- **“Customer Bank Account”** means a Customer account at Customer’s Bank identified to SAP Concur by Customer as the account located in the United States to be debited (or credited in the event of a return or reversal) by SAP Concur under Invoice Check Payments.
- **“Invoice Payment Request”** means, for each transfer of funds from the Customer Bank Account, the amount of Invoice Payments identified by Customer to be paid to applicable Suppliers in accordance with the Invoice Payment Schedule.
- **“Invoice Payment Schedule”** means the daily schedule for making Invoice Check Payments on a Supplier group basis.
- **“Invoice Payments”** means the process of issuing and mailing a Check to a Supplier under Invoice Check Payments.
- **“Overdraft”** means either: (1) Customer’s failure to provide sufficient funds to fully cover any Invoice Check Payment Request on any given day, or (2) the rejection or return, whether for insufficient funds or otherwise, of a Check drawn against a Customer Bank Account to fund an Invoice Check Payment Request.
- **“Supplier’s Bank”** means the financial institution located in the United States or Canada identified to SAP Concur by Customer as the financial institution at which a Supplier maintains its Supplier Bank Account.
- **“Supplier Bank Account”** means a Supplier account at Supplier’s Bank identified to SAP Concur by Customer as the account located in the United States or Canada to be credited (or debited in the event of a return or reversal) by SAP Concur under Invoice Check Payments.
- **“Supplier”** means a supplier of Customer identified to SAP Concur by Customer as eligible to receive Invoice Payments in the amounts identified by Concur Invoice to be paid to such supplier under Invoice Check Payments.

### 7.14.2 Invoice Capture

Invoice Capture consists of the 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. Invoice Capture supports all currencies defined in the Invoice Processing service. Invoice Capture supports the following languages: English, Dutch, German, French, Spanish, Portuguese, Danish, Finnish, Norwegian, Swedish, Italian, Czech, Lithuanian, Latvian, Estonian, Turkish, Slovenian, Romanian, Hungarian, Chinese, Japanese, and Polish. Invoice Capture consists of the following actions:

- The requestor (i.e. a Customer user, vendor, or agent) sends an invoice by either email, fax, or hard-copy as set forth below:
  - For emailed invoices, the requestor must email the invoice to a Customer specific email address that will automatically upload the image to the Invoice Capture service. The subject line should contain the Invoice Number and/or Vendor Name.
  - For faxed invoices, the requestor must fax the invoice to a designated fax number that SAP Concur has established for receiving invoices. Each such fax must include a cover page containing the Customer’s name and the name and phone number of the requestor. SAP Concur will then upload the file into the Invoice Capture service.
  - For hard-copy invoices, the requestor must send the invoice to a designated post office box number. For each hard-copy invoice received as described above, SAP Concur will open, sort, and prepare the invoice for imaging. SAP Concur will then scan each hard-copy invoice and upload the image into the Invoice Capture service.
- Once the invoice has been received, the invoice is processed through optical character recognition (OCR) software. SAP Concur will validate or input the following data fields into the Invoice Processing service: vendor name, invoice number, invoice date, currency and invoice total. Customer can elect to have the following additional fields captured: invoice tax total, invoice tax fields, invoice shipping total, invoice owner, and PO number. Customer can choose to have one additional Custom Data Element processed by the service.
  - **“Invoice Header”** means the data elements on an invoice which define the overall Invoice document.

- “Custom Data Element” means any data element that can be found on the Invoice Header which is not part of the standard data elements (e.g., 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.
- “System Recognizable Data Element” means a data element which is consistently included within the Invoice Header and is clearly labeled and not embedded within any text string like a description field.
- “Person Recognizable Data Element” means a data element consistently included within the Invoice Header which 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 will be able to identify.
- “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.

Unless Invoice Line item Capture is purchased, one line item will be created for the entire amount of the invoice. It will be the customer’s responsibility to code that line item or break it into multiple line items in the Invoice Processing service.

- Once the validation step is completed, SAP Concur will assign the invoice to the Customer’s Invoice Processing queue to begin the workflow process in the Invoice Processing service. The Customer will then assign the appropriate expense code and assign the payment request to the appropriate approver. Customer shall have the option to enable auto-capture of invoice owners. If auto-capture is enabled, and an invoice owner can be successfully identified on the invoice, the invoice will automatically be routed to that individual for coding.
- For invoices that pertain to a vendor not recognized by the Invoice Capture service, SAP Concur will assign the invoice to a “Temporary - New Vendor”. The Customer will be responsible for creating an Approved Vendor record in the Invoice Processing service and assigning the invoice to that approved vendor.
- For invoices received by SAP Concur electronically, the average overall processing time by the Invoice Capture service will ordinarily not exceed two (2) business days (excluding SAP Concur holidays) calculated from when the invoice has been received by SAP Concur to when the invoice appears in Customer’s processing queue.
- For invoices received via fax or through hard copy mail, the average overall processing time will take an additional one (1) to two (2) business days (excluding SAP Concur holidays) beyond the standard timing of an invoice received electronically.
- If invoices received from a Customer cannot be attached to a payment request for any reason, such as no fax cover page or documents received that are not invoices, then SAP Concur will send those invoices to the Customer for resolution. The customer has the choice of having the invoices shipped back to them or sent via email. If shipping is selected, the Customer is responsible for all shipping and handling costs associated with each shipment and needs to provide SAP Concur with all relevant account numbers to enable the shipping agent to directly bill Customer for such shipment. All origination and return locations must be identified during the Invoice Capture Implementation process. Documents other than invoices include, but are not limited to, receipts, statements, expense reimbursement forms, packing documents, vendor statements, collection notices, surveys, flyers, advertisements, price lists, catalogs or notices of change of address. As requested by the Customer during the configuration of the Invoice Capture service, SAP Concur will dispose of all such hard-copy and electronically stored information received from the Customer during a given month by either one of the following options: (i) shredding such hardcopy information, and permanently deleting such electronic information, within thirty (30) days after uploading the applicable invoices as described above, or (ii) packaging such information in a single container per country, per Customer and mailing them to the Customer’s administrator for final disposition, provided that Customer pays for all shipping and handling costs associated with each such shipment and provides SAP Concur with all relevant account numbers to enable the shipping agent to directly bill

Customer for each such shipment. All origination and return locations must be identified during Invoice Capture Implementation process.

### 7.14.3 Invoice Line Item Capture

Invoice Line Item Capture can be ordered in connection with the Invoice Capture extended service and consists of the 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. Invoice Line Item Capture supports all currencies defined in the Invoice Processing service. Invoice Line Item Capture supports the same languages that Invoice Capture supports. Invoice Line Item Capture consists of the following actions:

- Once the invoice is received and scanned through OCR as outlined in the Invoice Capture service above, SAP Concur will validate or input the following data fields into the Invoice Processing service:
  - Header-level: Vendor Name, Invoice Number, Invoice Date, Currency and Invoice Total. Customer can elect to have the following additional fields captured: invoice tax total, invoice shipping total, invoice owner, Tax Fields, and PO number.
  - Line Item-level: Part Number, Description, Quantity, Tax Fields, and Unit Price.
- An average of five (5) line items per invoice are included in Invoice Line Item Capture. Line items in excess of that will incur an incremental charge. The incremental charge will be calculated based on the greater of (i) the actual invoice count in excess of the base invoice count for Invoice Line Item Capture or (ii) 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. For example:
  - A customer has a base of 1,000 invoices in a billing period and uses 500 invoices, up to 5,000 line items are included in Invoice Line Item Capture; line items in excess of 5,000 will be charged an incremental fee.
  - A customer has a base of 1,500 invoices in a billing period and uses 1,500 invoices, up to 7,500 line items are included in Invoice Line Item Capture; line items in excess of 7,500 will be charged an incremental fee.
- Single invoices exceeding 40 line items will be processed as a single line item, capturing only the invoice total. All utility (electricity, gas, cable, etc.) invoices will also be processed as a single line item.
- All other actions outlined for Invoice Capture will also apply for Invoice Line Item Capture.

### 7.14.4 Purchase Requests for Invoice

Purchase Request for Invoice provides the ability to capture purchase information from users, route that information for approvals, and transform those requests into basic Purchase Orders. When Invoices are received and created within Concur Invoice Management, the system will attempt to match the Invoices to the appropriate Purchase Order.

### 7.15 Company Bill Statements

Company Bill Statements is an extended service that can be ordered under the Travel & Expense or Expense service type(s) for an additional fee. When activated, an additional type of expense report is made available to Customer known as a Statement Report. The Statement Report allows for the establishment of pre-defined periods. Payment card transactions are then automatically associated to a Statement Report based on their time stamp providing a means of collecting transactions for reconciliation based on statement dates.

### 7.16 Connectors and Web Services

Connectors and Web Services is an extended service module that includes the following extended services which can be individually ordered:

#### 7.16.1 Concur Salesforce Connector

The Salesforce Connector is a non-custom real-time integration for existing SAP Concur and Salesforce instances that can be ordered under the Expense or Travel & Expense service types. The Salesforce Connector uses an individual's Salesforce access to enable them to associate active opportunities and contacts to expense entries and to make this data available for reporting. It also provides the ability to share travel plans via Chatter. The performance of Customer's Salesforce instance will determine the processing speed of the connector.

#### 7.16.2 Procurement Network Integration

Procurement Network Integration is an extended service that can be ordered under the Invoice Processing service type for an additional fee. Procurement Network Integration provides a connector to pass data between the Customer's SAP Concur Service and Customer's Ariba Network procurement system to support a non-custom real-time integration that allows a Customer to import invoice data into the SAP Concur Service from the Ariba Network.

Procurement Network Integration requires the use of the Ariba Network to exchange data. Any lack of availability of the Ariba Network due to scheduled maintenance, unscheduled outages, or otherwise, will affect Customer's ability to exchange data and the processing speed of the connector.

#### 7.16.3 Custom Connector – Hosted

The Custom Connector – Hosted is an extended service that can be ordered under the Expense or Travel & Expense service types. The Custom Connector – Hosted extended service provides for the hosting of a custom connector by SAP Concur on behalf of Customer.

#### 7.16.4 Concur Financial Connector

The Concur Financial Connector is an extended service that can be ordered under the Expense, Travel & Expense or Invoice Processing service types. Each connector is a configurable, packaged financial connector ("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.

- A separate Financial Connector is required for each instance of Customer's applicable financial accounting system.
- Each Financial Connector can be scheduled to post expense reports from the Service to Customer's applicable financial accounting system multiple times each day to ensure timely data synchronization.
- SAP Concur will monitor and assist in the resolution of errors related to the posting of expense reports from the Service to Customer's applicable financial accounting system, working with Customer when necessary.
- SAP Concur will make changes to the Financial Connector in order to accommodate modifications to the SAP Concur Service (a) made by SAP Concur or (b) made by Customer (if such modifications are approved by SAP Concur in writing) and to accommodate configuration modifications or system upgrades to the applicable Customer financial accounting system, provided that such changes pertain to and are necessary for the continued function of the Financial Connector.
- The following Financial Connectors may be ordered under the Concur Financial Connector extended service:
  - **Concur Connector for NetSuite®:** SAP Concur provides a Financial Connector to pass data between the Customer's SAP Concur Service and Customer's NetSuite financial accounting instance. The Connector posts to

the NetSuite system from the Service approved expense reports (including applicable expense and tax transactions) as Expense Report records or Vendor Bill records.

- **Integration with SAP®:** SAP Concur provides a Financial Connector to pass data between the Customer's SAP Concur Service and Customer's SAP ECC ERP ("SAP") financial accounting system (formerly called R/3). This Financial Connector includes an application to be installed within Customer's local area network. The application requires connectivity to Customer's file directory, to Customer's instance of the SAP system via a core product BAPI, and to the Internet.
- **Integration with Other Financial Systems:** SAP Concur may provide additional Financial Connectors to pre-qualified Customers that pertain to other supported financial systems specified by SAP Concur.

### 7.17 Client Web Services

Client Web Services is an extended service that can be ordered under the Travel & Expense, Expense or Invoice Processing service types under which SAP Concur will make the following available to Customer: (a) access to the Concur APIs using API Keys issued by SAP Concur, and (b) training and support services as set out below. Customer's use of Client Web Services is also subject to additional terms and conditions as set forth or referenced in the Agreement.

#### 7.17.1.1 Definitions:

- **"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.
- **"Business Hours"** means, for purposes of Client Web Services support, for a given Customer, (a) the hours of 8:00 a.m. Monday to 5:00 p.m. Friday, excluding SAP Concur holidays, per Customer's Processing Time Zone if such Processing Time Zone is Eastern Time, Central Time, or Pacific Time, (b) the hours of 9:00 a.m. Monday to 5:00 p.m. Friday, excluding SAP Concur holidays, per Customer's Processing Time Zone if such Processing Time Zone is Greenwich Mean Time, or (c) the hours of 9:00 a.m. Monday to 5:30 p.m. Friday, excluding SAP Concur holidays, per Customer's Processing Time Zone if such Processing Time Zone is Australian Eastern Time.
- **"Code Library"** means executable code or source code made available by SAP Concur to Customer in connection with each Concur API, to be incorporated into the Customer Software under the Agreement.
- **"Concur APIs"** means SAP Concur's application programming interfaces, written specifications, directions and instructions, and other documentation made available by SAP Concur to Customer under the Agreement in connection with Client Web Services (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 in connection with the Service.
- **"SAP Concur Servers"** means the SAP Concur internet servers and networks made available by SAP Concur to Customer to use the Concur APIs.
- **"SAP Concur Software Development Kit"** means the Sample Code, Code Library, or other tools SAP Concur provides to the Customer under the Agreement in connection with Client Web Services to aid the Customer's development and debugging of its code that uses Concur APIs.
- **"Customer Business Logic"** means the business logic provided to the SAP Concur Servers by the Customer Software.
- **"Customer Functionality"** means the functionality provided to the SAP Concur Servers by the Customer Software.
- **"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.

- “**CWS Incident**” means any reproducible error, issue, problem or defect in the Concur APIs.
- “**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.
- “**Sample Code**” means the sample source code, scripts, and other software made available by SAP Concur to Customer under the Agreement in connection with Client Web Services related to each Concur API, to be incorporated into the Customer Software.

### 7.17.1.2 SAP Concur’s Performance

If Client Web Services is ordered by the Customer, then SAP Concur will:

- activate the web services module and assist with enabling the selected Concur APIs.
- provide a temporary “sandbox” development and testing environment (the “Test Environment”) as deemed necessary by SAP Concur, provided that: (a) SAP Concur reserves the right to deactivate the Test Environment after deploying the Customer Software to the production site; (b) SAP Concur makes no representation that the performance of the Test Environment will mirror the performance of SAP Concur production sites; and (c) Customer understands that certain features and functionality present in SAP Concur production sites may not exist in the Test Environment.
- engage with Customer via phone for a one-hour knowledge transfer session designed to provide an introduction to the selected Concur APIs, user documentation and Sample Code.
- provide Customer’s designated contact with notice 6 months in advance of any change required in the Customer Software.
- provide revisions to the Concur APIs to Customer by: (a) email to Customer’s email address registered with SAP Concur; (b) posting the revised Concur APIs to a webpage or server designated by SAP Concur; or (c) notifying Customer through such other method as SAP Concur may specify to Customer from time to time.
- provide case-based support to Customer’s designated contact. Support tickets will be assigned to a SAP Concur designated representative within 48 Business Hours of receipt by SAP Concur Client Support.
- provide assistance to identify the source of any CWS Incident reported to SAP Concur Client Support by Customer, and if SAP Concur determines that a CWS Incident exists, SAP Concur will work with Customer to resolve such CWS Incident.
- upon Customer request, provide Customer or its designated contact with best practice recommendations for using the Concur APIs.

SAP Concur may 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: <https://developer.concur.com/tools-support/reference/deprecation-policy.html>, which may be reasonably updated by SAP Concur from time to time. Without limiting the foregoing, SAP Concur may suspend or cancel any or all of the Concur APIs immediately, with or without notice to Customer, in the event of an actual or reasonably suspected security breach or threat.

### 7.17.1.3 Customer’s Performance

If Client Web Services is ordered by the Customer, then Customer agrees to the following:

- 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 limitations as to the functionality of the Concur APIs as a result of Customer not performing updates to its applicable interfaces in order to support revisions and new releases of the Concur APIs.
- Customer shall use and maintain all Modified Code using the Concur APIs, unless otherwise stated in the SAP Concur Software Development Kit.



- Customer shall ensure that it does not directly or indirectly (a) introduce into the Concur APIs, via Modified Code or otherwise, or include in or with any Customer Software, any disabling code (defined as computer code designed to interfere with the normal operation of the SAP Concur Service) or any program routine, device or other undisclosed feature (including but not limited to, 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, or (b) interfere with the features or functionality or otherwise harm the SAP Concur Service, including the Concur APIs.
- Customer is responsible for the performance of any custom integration with its systems.
- Customer is required to understand the data requirements and structures for the external system and if SAP Concur writes the applicable interface on the Customer's behalf, to communicate the data requirements and structures sufficiently to SAP Concur.
- Customer shall not access or attempt to access through the Concur APIs any data other than the Customer Data.

### 7.18 Japan Public Transport Module

The Japan Public Transport Module is an extended service that can be ordered under the Travel & Expense or Expense service types for an additional fee. The Japan Public Transport Module consists of the following:

- Ability of users to easily capture expenses associated with Japanese Public Transport and
- Expense entry capabilities will include manual, multi-line entry, transfer from a Japanese Public Transit card, or route search enabling specific routes to be captured along with their associated expense.

### 7.19 Drive

Drive is an extended service component within SAP Concur mobile which can be ordered by the Customer for use with the Expense or Travel and Expense Service Types. The Drive extended service consists of the following:

Drive is a mileage tracker for business related distance tracking. Customer's users can activate Drive to capture various routes on their mobile device through SAP Concur mobile. A user's business routes are converted into trip mileage which the user can submit into the Service to be included in an expense report. Route mapping may be limited in some areas.

### 7.20 Concur Hipmunk

Concur Hipmunk is an extended service ("Concur Hipmunk") that can be ordered under the Expense service type for an additional fee. Use of Concur Hipmunk is dependent on Customer having purchased the TripLink extended service.

Concur Hipmunk is only available to Customers based in the United States.

Use of Concur Hipmunk functionality by Customer users requires: (1) Customer users that do not already have an individual user account with the consumer travel metasearch service operated by Hipmunk, Inc., a SAP Concur affiliate, at Hipmunk.com ("Hipmunk.com") to become Hipmunk.com users by creating a Hipmunk.com account and accepting the Hipmunk.com Terms of Service and Privacy Policy, and (2) the Hipmunk.com user to link the user's SAP Concur account to the user's Hipmunk.com account. A Hipmunk.com user's access to the Concur Hipmunk functionality will continue for so long as Customer has the Concur Hipmunk extended service and such Hipmunk.com user continues to be a Customer user. Afterwards, the Hipmunk.com user may continue to use his or her Hipmunk.com account to book personal travel (subject to any terms and conditions between Hipmunk, Inc.



and the Hipmunk.com user), but will not have access to the functionality and features available through Concur Hipmunk. Customer acknowledges that the Concur Hipmunk (and associated functionality provided by Hipmunk.com) shall only be available in the English language.

Concur Hipmunk includes the following:

- Ability for a Hipmunk.com user to search for travel options across multiple suppliers in Hipmunk.com and select from results where the user can complete their booking. A Hipmunk.com user can begin a search by:
  - Using the “Concur Hipmunk powered by Hipmunk” widget from SAP Concursolutions.com
  - Logging into Hipmunk.com with the user’s SAP Concur credentials
  - Logging into the Hipmunk.com mobile app for Android or iOS with the user’s SAP Concur credentials.
- Ability for a Hipmunk.com user to link the user’s calendar to Hipmunk.com to enable such user to integrate meetings for travel planning purposes on air and hotel search results using Google Calendar or G Suite.
- Ability for travel arrangers designated by Customer within the SAP Concur Service to search on Hipmunk.com on behalf of Hipmunk.com users.
- Ability for a Customer to capture, in the SAP Concur Service, the corporate booking travel data for travel booked through select participating suppliers or travel partners.
- Ability for a Hipmunk.com user to access supplier discounts as negotiated by SAP Concur when booking with a participating supplier. When more than two participating suppliers exist in each supplier category (e.g., air, car, hotel, parking) then Customer may be required to select a maximum number of two suppliers to provide discounts for Customer’s Hipmunk.com users. This selection will be locked after 90 days from the date of selection for one year (‘Lock-In Period’) and the Customer will not be able to change its selection until the Lock-In Period has elapsed. SAP Concur may, in its sole discretion, permit Customer to change its selection in the event there are material changes to the available suppliers during the Lock-in Period.

### 7.21 Concur Locate – Add-on

Concur Locate is an extended service module which can be ordered under the Travel, Travel & Expense or Expense service types for an additional fee.

The Concur Locate service enables Customer to identify and confirm the location of all users that are assigned the Concur Locate attribute (“Registered Users”) and communicate with them during unplanned or routine events. It consists of the following functionalities:

- Import of data:
  - Import of profile, booking, TripLink® and Concur Request data which are available in the SAP Concur Travel & Expense database.
  - Import of booking data from other data sources for a fee per data source as specified in the applicable ordering document (e.g., TMC, GDS, Mid- and Back-Office or other available data sources).
  - Import of risk content (alerts and notices) from a content provider selected by SAP Concur.
  - Import of flight delay and cancellation content from a content provider selected by SAP Concur.
  - Import of user-provided location via Location Check-in from SAP Concur mobile apps as provided below;
- Access to the web-based administration interface with an unlimited number of Customer administrators for the Concur Locate service (“Locate Administrators”);
- Ability to configure functionality which enables the Locate Administrator to create and manage rules for automated message delivery;
- Access to mapping functionality, which enables the Locate Administrator to view a global map and search for the location of all Registered Users. Registered Users will display on the map if they either have completed a Location Check-in via SAP Concur mobile or have an itinerary imported to SAP Concur through the Service. The Location Check-in transmits the Registered User’s location at a single point in time to the Concur Locate service; and:

- Allows a variety of options for Locate Administrators to create messages for selected Registered Users. Options include the following:
  - Name of communication event;
  - Content to be delivered;
  - Type of communication;
  - Override opt-out;
  - Time of delivery (instant or delayed).
- Allows the Locate Administrator to communicate through the Concur Locate service which message can be delivered using any selected and available communication channel. If messages are sent as status request messages (2-way messages) to Registered Users, messages will be color-coded based on whether the Registered Users respond;
- Access a list of all individuals who were included in a message, including the option to mark the status of an individual as “OK” even though they have not yet responded or responded with a word other than “OK”;
- Content received within Concur Locate is provided in English. Other language translations for Locate Administrators can be supported as provided in Travel, Expense or Travel & Expense;
- Ability to display the current risk summary per country and the last received risk event for selected country;
- Ability to display detailed booking data (segments) for a selected Registered User;
- Ability to display a list of selected Registered Users, which can be exported to a supported file export file process;
- Ability for the Locate Administrator to send Registered Users one-way or two-way messages via supported delivery methods (e.g., e-mail or SMS messages) which may include:
  - free text entered by the Locate Administrator (considering that long messages may have to be split into several messages); and
  - a Registered User’s ID (Registered Users e-mail address or mobile number or text to voice alternate number where applicable and supported).

One-way communications are delivered to the Registered User with no option for the Registered User to respond. Two-way messages are delivered with an option for the Registered User to respond via the same delivery method based on the Locate Administrator’s request. For non-automated messages, the Locate Administrator can select from supported criteria to determine which Registered Users will be included in the message to be delivered. Such criteria include items such as location, travel details or user profile;

- Ability for Customer to use keywords to be used for automated responses to Registered Users. When a keyword is used, the relevant response will automatically be delivered to the Registered User, while an optional message can be generated with the information about the user, his or her current location and the keyword used;
- Ability for Customer to process risk content and inform Registered Users as follows:
  - Automated import of risk events referred to as risk alerts and risk notices from SAP Concur’s selection of risk content providers;
  - The imported risk content is matched against all itinerary data for identification of Registered Users who are present in the same location as the risk event or have an active itinerary which will put them in the same location as the risk event within the next 48 hours;
  - An impact e-mail is sent to the designated e-mail address or addresses with a description of the risk event and a listing of all impacted Registered Users;
  - Automated delivery of the risk event directly to each impacted Registered User based on the risk level threshold defined in the setup. If the event risk level is equal to or higher than the risk level threshold, then all impacted Registered Users receive a copy of the risk event via SMS messaging;
- Ability for Customer to deliver automated pre-travel advisory (“PTA”) e-mails and review delivery status of past PTA e-mails. With respect to PTA e-mails the following applies:
  - The PTA e-mails are branded with the SAP Concur logo and name;
  - Customer can define the number of days before departure the PTA e-mail shall be sent;

- Customer can define risk level threshold (1-5 scale) which will result in the delivery of a PTA e-mail;
- Customer can view a report of sent PTA messages which includes failed e-mail delivery; and
- Customer can define the email subject line;
- Access to functionality, which enables the Locate Administrator to manually create and edit a group of Registered Users and manually send messages to Registered Users in the defined group;
- If a Registered User has a profile within the Service (Travel, Expense or Travel & Expense) the following additional functionalities may be made available to Customer:
  - Automated synchronization of any changes made to the SAP Concur profile data through the Service including the use of “place of work” as an active location indicator for non-travelling Registered Users;
  - Registered Users can complete a Location Check-In using SAP Concur mobile;
  - Within the mapping functionality, use of “place of work” as a selection criteria for communication to Registered Users. Registered Users will also display on the global map if they have one of these:
    - “Place of work” location (if included in their SAP Concur profile);
    - Travel itinerary;
    - TripLink® itinerary;
    - An approved Concur Request itinerary (if Customer has ordered Concur Request).

### 7.21.1.1 Additional Terms

- Customer acknowledges and agrees that the use of short message transmission services, also known as SMS messaging or text messaging (collectively, “SMS messaging”) and e-mail, as a means of sending messages to Registered Users as part of the Concur Locate service can result in delayed, undelivered or incomplete messages from time to time and that the process of transmitting messages via SMS messaging or e-mail can be unreliable and includes multiple third parties that participate in the transmission process, including a given Registered User’s mobile network operator and intermediary transmission companies whose respective networks and transmission can individually or in combination result in delayed, undelivered, or incomplete messages. Customer further understands and agrees that it should not in any way rely upon SMS messaging or e-mail as part of the Concur Locate service for the safety of any child or other individual and that given the inherent risks of delay, lack of delivery or incompleteness, it is and would be under any circumstances unreasonable to do so and Customer assumes all risk associated with any such delay, lack of delivery or incompleteness. The Concur Locate service does, however, allow multiple modes of communication to increase the likelihood of transmission without further guaranty.
- Customer acknowledges that messages will be transmitted in an unencrypted format. To the extent permitted by law, SAP Concur may intercept and disclose any messages transmitted over the SAP Concur or its agent’s network to the extent reasonably necessary to protect the operation of such network, or to comply with any legal, regulatory, governmental, or network operator inquiries or requirements.
- Customer acknowledges that, due to local laws or regulations, SAP Concur may, from time to time, be unable to deliver SMS messages or e-mail into a given country (e.g., whitelisting or foreign origination messages), in which case SAP Concur shall not be responsible for any such non-delivery.
- Customer acknowledges that it shall not use the Concur Locate service for transmitting messages to any individual or Registered User that: (i) Customer does not have a legal right to send such messaging or have revoked or otherwise have not agreed to receive such messaging from Customer (with the exception of mandatory emergency messages relating to safety and security of individuals, including Registered Users); or (ii) contains material or language in such messaging that is promotional or political in nature, illegal, harassing, coercive, abusive or is otherwise unauthorized by the Registered User, outside the scope of emergency messages, or informational messages relating to travel or business as disclosed in the notice SAP Concur may have provided to Registered Users, or outside the scope of notice provided by Customer if Customer has agreed to provide such notices. Customer acknowledges that it is Customer’s responsibility to provide any notices and obtain all consents required by law or contract, or to review any notice and consent experience offered by SAP Concur to ensure that such notice and consent experience meets Customer’s legal and contractual obligations, prior to sending or directing SAP Concur to send any messages under the Concur Locate service.

- Customer acknowledges that if it receives any complaints from a Registered User regarding Customer's use of the Concur Locate service, including any opt-out request from a Registered User, it will immediately provide notice of such complaint or opt-out request to SAP Concur for review and processing. Customer further agrees that in the event SAP Concur receives a request from a Registered User, either directly from Registered User or through Customer, to revoke the Registered User's consent to receive SMS messages relating to the Service, then SAP Concur shall be entitled to remove the Registered User from the receipt of informational SMS messages relating to the Service and to reject requests by the Registered User to be removed from mandatory emergency-related SMS messages without any further liability or obligation of SAP Concur to Customer.
- Customer shall communicate and regularly update SAP Concur or the Concur Locate service with current mobile phone numbers available for SMS message purposes, including mobile phone numbers that must be removed from the Concur Locate service (e.g., departed employees) related to a Registered User.

### 7.21.1.2 Service Level Commitments for Concur Locate.

Notwithstanding anything in the Service Description Guide to the contrary, the Client Support Services and the Service Level Commitments set forth below shall apply to the Concur Locate service.

### 7.21.1.3 Definitions

- **"Concur Locate Service Availability"** means the percentage of total time in a given calendar month during which the Concur Locate service is available to Customer, excluding Excused Downtime. Service Availability is calculated in accordance with the following formula:  

$$a = \frac{[(b - c) - d] \times 100}{b - c} \text{ where:}$$
  - "a" = the actual percentage of availability in such month;
  - "b" = the total number of hours in such month;
  - "c" = the total number of hours of Excused Downtime in such month; and
  - "d" = the total number of hours that the Service is not available in such month, less any Excused Downtime ("Unexcused Downtime").
- **"Excused Downtime"** means, collectively, (i) downtime to perform routine planned maintenance during the SAP Concur standard maintenance windows (which windows shall not exceed two (2) hours per week and shall not occur from 6:00 a.m. Monday to 10:00 p.m. Friday, per Customer's Processing Time Zone), (ii) scheduled downtime approved in writing by Customer, or (iii) downtime due to any factors beyond SAP Concur's reasonable control. SAP Concur will provide Customer with notice of scheduled downtime at least 72-hours in advance of such downtime.
- **"Processing Time Zone"** means, for a given Customer, a single overnight processing time zone selected for Customer for the Service, which time zone may be Eastern Time, Central Time, Pacific Time, Greenwich Mean Time, or Australian Eastern Time.
- **"Business Hours"** means, for a given Customer, the hours of 8:00 a.m. Monday to 5:00 p.m., Friday, excluding SAP Concur holidays, per Customer's Processing Time Zone.

### 7.21.1.4 Service Availability

Following commencement of the Service for a Customer and for so long as Customer orders the Concur Locate service under the Agreement, SAP Concur will achieve at least 99.5% Concur Locate Service Availability. Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above will be as follows: (a) for a failure in a given month, such remedy shall be Customer's right to receive a 5% credit against its recurring fees for the Concur Locate service on the next invoice period; and (b) in addition to the remedy set forth in clause (a) above, for a failure in any four (4) months in any twelve (12) consecutive month period, such remedy shall be Customer's right to terminate the Concur Locate service, by delivery of a written notice of termination and such termination shall be effective as of the date of such notice.

### 7.21.1.5 Client Support Services for Concur Locate

- **Support Service Availability** - Customer can access Client Support Services by reporting an Incident via SAP Concur's standard support ticket submission process. An "Incident" is a reproducible abnormal behavior of the Concur Locate service that prevents web access to the Concur Locate service, failure of bookings to import into the Concur Locate service or failure of messages to be sent from the Concur Locate service.
- **Incident Corrections** - SAP Concur will use its reasonable efforts to correct each Incident with a level of effort commensurate with the severity of the Incident as described below, provided that SAP Concur shall not be responsible for correcting any issue not attributable to the Concur Locate service and under the reasonable control of SAP Concur.
- **Definitions of Priorities**
  - **Priority 1 (P1):** This is a severe Incident in the production environment, resulting in the Concur Locate service being completely unavailable or all messages failing to be sent from the Concur Locate service, and no work-around is available.
  - **Priority 2 (P2):** This is a serious Incident in a production environment causing degradation of the functionality for a significant group of users or failure of a significant number of messages failing to be sent from the Concur Locate service (where "significant" means impacting at least 20 users or 10% of the messages being sent from the Concur Locate service).
  - **Priority 3 (P3):** This is an Incident in a production environment, causing degradation of the functionality for a small number of users or small number of messages failing.
  - SAP Concur reserves the right to assign and re-assign priority to an Incident to render it consistent with these definitions.
- **Exclusions and Limitation.** SAP Concur is not required to provide any Client Support Services relating to issues arising outside of the SAP Concur system or network and beyond the reasonable control of SAP Concur (e.g., issues originating outside of the SAP Concur firewall).
- **Client Support Service Level.** Following commencement of the service and for so long as Customer orders the Concur Locate service under the Agreement, SAP Concur will achieve the following for the Concur Locate service:
  - **Client Support Service Responsiveness** - Upon receipt of an Incident notification, a SAP Concur technical support representative will reply to the applicable Locate Administrator to discuss an Incident within one (1) hour for a P1 Incident, within two (2) Business Hours for a P2 Incident, and within eight (8) Business Hours for a P3 Incident.
  - **Client Support Service Target Resolution** - Upon SAP Concur's identification of an Incident with the Concur Locate service, SAP Concur will target resolution of the Incident within two (2) hours for a P1 Incident, within two (2) days for a P2 Incident, and within fourteen (14) days for a P3 Incident. If resolution requires development or configuration resources or engagement of 3<sup>rd</sup> party vendors, then target resolution is as SAP Concur reasonably determines to be appropriate under the circumstances).
  - **Escalation and Resolutions Procedures** - If SAP Concur is unable to address a P1, P2 or P3 Incident(s) in accordance with the respective timeframe set forth above for such Incidents, SAP Concur will continue to work diligently to resolve such Incident until the Incident is resolved. If Customer wishes to bring the Incident to the attention of SAP Concur management, Customer may do so via the SAP Concur support portal by adding an incident comment stating the reason for the escalation and selecting the escalate feature. The escalate feature notifies Customer support management and assigned staff for escalation. Customer shall not make such request until after an attempt to contact the assigned SAP Concur representative for resolution and the incident is outside of the target resolution timelines set forth above.
- **Training** - Training services for the Concur Locate service are provided to the Locate Administrator(s) and consists of an Administration guide that provides step-by-step instructions for the most important tasks. Additional training can be provided for an additional charge.

### 7.22 Active Monitoring – Add-on

Active Monitoring – Add-on is an extended service that can be ordered as an add-on module to the Concur Locate – Add on extended service. The Active Monitoring – Add-on service includes the services described above for the Concur Locate – Add-on extended service along with the following:

- 24/7 administrative support monitoring powered by SAP Concur’s designated vendor consisting of:
  - Alerts and locations of risk events that are relevant to the Customer and its Registered Users.
  - Risk communications with Registered Users during Emergency Risk Incidents.
  - An “Emergency Risk Incident” is an exceptional security incident that occurs near a Registered User’s physical location and poses imminent and/or significant threat to a Registered User’s safety. Examples of Emergency Risk Incidents include:
    - Major natural disasters such as hurricanes, tsunamis, earthquakes, volcanic eruptions
    - Large scale terrorist attacks
    - Hostage/siege situations
    - Mass shootings
    - Large scale political violence resulting in military mobilization
    - Coup attempts
- During an Emergency Risk Incident, SAP Concur’s designated vendor will:
  - Within twenty (20) minutes of an Emergency Risk Incident being identified by SAP Concur’s designated vendor:
    - locate Registered Users using Concur Locate;
    - utilize two-way SMS communication to contact affected Registered Users impacted by the Emergency Risk Incident.
  - Within forty (40) minutes of an Emergency Risk Incident communication, send a detailed status report to the Customer Locate Administrator of any impacted Registered Users of an Emergency Risk Incident. This report identifies all Registered Users who have been contacted and responded safely in addition to those Registered Users who have not provided a response.
  - Continue to monitor and update Customer-designated recipients of the Emergency Risk Incident via updated status report(s) until such time that a Customer Locate Administrator assumes control of the response to the Emergency Risk Incident.

#### 7.22.1.1 Additional Terms

The Active Monitoring – Add-on service requires that Customer meets the following requirements:

- Customer’s use of Active Monitoring – Add-on service is subject to all requirements, restrictions and obligations and additional terms provided in the Concur Locate – Add-on extended service.
- Customer shall make available to SAP Concur a Customer Locate Administrator to confirm the eligibility of Customer’s Registered Users requesting the Active Monitoring – Add-on service.
- Customer acknowledges that in the event that additional emergency support services are required that Customer will obtain those services directly from a separate third party (e.g., HX Global).
- Customer acknowledges that the Active Monitoring – Add-on service shall only be available in the English language.



### 7.23 Extract Services

Extract Services is an extended service that can be ordered under the Travel & Expense, Expense and/or Invoice Processing service types for an additional fee. With the purchase of this extended service, SAP Concur will create up to 15 Non-Historical extract file layouts. If Extract Services is purchased by Customer, SAP Concur will:

- Develop Extract Files according to Customer specifications in order to create and deliver import-ready files for Customer target systems, which Customer may then use for financial accounting, payment, remittance, and attendee spend, or other similar services.
- Modify the Extract Files at Customer's request solely to accommodate modifications to the SAP Concur Service (a) made by SAP Concur or (b) made by Customer if such modifications are approved in advance by SAP Concur in writing and to accommodate configuration modifications or system upgrades to the applicable Customer target system(s); provided that such changes pertain to and are necessary for the continued function of the Extract Files, in SAP Concur's sole discretion.
- Add new Extract File layouts to accommodate Customer's modifications to the desired integration, provided the following:
  - Customer's written request is received by SAP Concur, and
  - Such request for new integration(s) is based on (a) a new target system, (b) an expansion of the SAP Concur Service, or (c) an expansion of the target systems to accommodate additional integration scenarios.

#### 7.23.1.1 Additional Terms

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

#### 7.23.1.2 Definitions

For the purpose of Extract Services, the following terms will have the meanings specified below:

- "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 are either fixed width, delimited flat files, or structured files (e.g., XML). In no event will Extract Files use or include images, such as .pdf, .jpeg or others.
- "Non-Historical" means that data contained in the extract file will be data not previously provided in an accounting extract. Each run of an extract will produce all transactions since the previous run of the same extract job.

### 7.24 Concur Detect

Concur Detect is an extended service component that can be ordered by Customer for use with the Expense or Travel & Expense service type(s) for an additional fee. Concur Detect includes services delivered by SAP Concur's 3rd party provider, AppZen, Inc.

Concur Detect (i) automates the analysis, based on Customer's policy, of an expense report submitted into the Expense Service and (ii) assigns a risk rating of an expense report allowing Customer's selected administrators to take additional action. The analysis of an expense report includes:

- receipt verification using technology to scan and analyze data from receipts submitted in connection with an expense report;
- unauthorized purchase detection based on receipt data and Customer policy;
- the ability to compare expense report data against information from external public sources (e.g., Websites & social media sites) to identify anomalies;
- the ability to track user spend and violation patterns to detect anomalies;
- flagging of potential violations as defined by Customer.

### 7.25 Budget

Budget is an extended service that can be ordered under the Expense, Travel & Expense or Invoice Processing service types for an additional fee. Budget consists of the following:

- Ability for Customer to import budget information via Excel spreadsheet or the Concur Budget API, which requires the purchase of Client Web Services.
- Ability to input the Customer's planned budget data by period and track it against actual budget usage through the Service for that period.
- Ability to view the Customer's budget information within dashboards on web and mobile.

### 7.26 Concur FAVR by Motus

Concur FAVR by Motus ("Concur FAVR") is an extended service that can be ordered under the Expense or Travel & Expense service type(s) for an additional fee. Concur FAVR includes services delivered by Concur's third party provider, Motus Operations, LLC ("Motus").

Concur FAVR enables Customer users who drive their personal vehicles for work-related travel in excess of 5,000 miles per year to participate in the fixed and variable rate (FAVR) mileage reimbursement program in accordance with certain Internal Revenue Service (IRS) guidelines and related U.S. tax rules.

Concur FAVR is only available for usage in the United States.

Concur FAVR enables Customer to manage the following for Customer users:

- Ability to track mileage for FAVR reimbursement purposes using the Motus mobile application ("Motus App")
- FAVR mileage reimbursement rates specific to the Customer user, based on individualized and localized costs data, with variable rates updated periodically
- Insurance verification, and
- Posting of FAVR mileage expenses into the Expense service type on a monthly basis.

Concur FAVR requires Customer users that do not already have current user account with Motus to download the Motus App, subject to the then-applicable Motus online terms, and provide any registration or other information required by the Motus App, such as annual vehicle registration information and proof of insurance. Customer users' Motus App accounts will be associated with their Concur Expense accounts. Customer must also complete the registration and setup process with Motus, including to establish and maintain its user base, and select its reimbursement parameter and policies. Calculation of applicable reimbursement rates within the service operated by Motus, together with the Motus App, are referred to as the "Motus Service".

Concur and Motus will collectively provide up to six (6) hours of project management and up to four (4) rate analysis reports in finalizing driver rates and individual driver impact analysis as part of the initial implementation. Additional project management hours may be ordered from Concur for an additional fee.

### 7.26.1.1 Additional Terms

As part of the use of the Motus Service included with Concur FAVR:

- Customer will select certain reimbursement parameters (“Parameters”) within the Motus Service. Customer’s written approval of the Parameters and/or Customer’s reimbursement of its Customer users pursuant to such Parameters will be deemed approval by Customer of the Parameters.
- If Customer requests Motus to make modifications to Parameters or selected Services, Motus may require additional fees to be charged by Concur.
- Motus will calculate each Customer user’s variable reimbursement rate on a daily basis to continuously reflect the average price of fuel, maintenance, oil and tires and other variable costs in each Customer user’s geographic territory. Fixed costs are based on each Customer user’s current state and local tax rates, license, title, registration and insurance costs. Depreciation cost calculations are generated prior to the expiration of the associated retention cycle and may be updated more regularly based on each Customer user’s annual mileage trend.
- Customer’s designated administrators may run reports via the Customer’s “Report Center” in the Motus Service. Actual reports available in the Report Center may vary based on Parameters. Any reports requested by Customer not specified in the Report Center may be subject to an additional fee by Motus.
- Customer users must submit their automobile insurance documentation and their business vehicle information to Motus at the start of the program and annually thereafter. Certain Parameters require Motus to collect additional Customer user information including license and registration documentation, vehicle model year, purchase price and odometer readings.
- From time to time, certain Customer users may fall out of compliance with IRS guidelines. Motus identifies and makes available monthly reports to Customer identifying these non-compliant Customer users, if any. Where applicable, an annual tax report will be available that provides the portion, if any, of each non-compliant Customer user’s reimbursement that must be treated as taxable income in accordance with IRS guidelines.
- Each Customer user’s reimbursement rate will be updated annually to reflect current Parameters. Customer will be notified by Motus of changes to information upon which its Parameters are based, including without limitation insurance price updates and IRS-required model year changes to the standard base vehicle. Motus will also collect auto insurance documentation and business vehicle information as described above on an annual basis.
- The Motus App is a GPS-based native application made available via download from the Apple iStore for Apple devices and from the Google Play Store for Android devices. The Motus App provides the Customer user with a self-initiated application for automated capture of actual route/miles driven by location, account name, time, and stop duration based on a given business day. The Customer user’s mileage is uploaded automatically into a daily mileage log. The Motus App also provides manual entry capability to

capture additional mileage adjustments based on internal Customer management requirements and approvals.

### 7.26.1.2 Customer Support Services for Concur FAVR by Motus

The following exceptions to the Support Policy for SAP Cloud Services set forth in this Service Description Guide shall apply to Concur FAVR:

- Customer support for the Motus Service will be provided directly by Motus and will consist of the following:
  - Customer users will receive access to the Motus “Member Services Team” to answer any questions related to the program and the Motus Service, such as Customer’s Parameters and policies, as well as technical trouble shooting. Customer’s designated program administrator(s) will receive access to the Motus Customer Care Team to answer any questions related to program administration and the Motus Services. Customer’s administrator(s) will also work with the Customer Care Team to request any Parameter changes that Customer may request from time to time. All changes to Parameters must be approved by Customer’s designated program administrator. All Customer user terminations, additions, and changes to Customer user-specific information must be electronically submitted to Motus via the Motus Administrator Portal or automated data feed (additional integration fees apply).
  - For all support cases that are not identified as either P1(Very High) or P2(High) under the Support Policy for SAP Cloud Services, the following support standards will apply:
    - Online support available 24/7 via a Help Center within the Motus App
    - Phone support available Monday through Friday, from 9 a.m. to 6 p.m. Eastern Time
    - E-mail support with response times within two (2) business days
    - Designated Customer Care Team customer care administrator with response times of (a) two (2) business days for standard requests, and (b) one (1) business day for escalated requests.

### 7.27 Other Services

Additional ancillary extended service options are available for additional fees if and when ordered under a mutually acceptable Agreement between SAP Concur and a Customer.

## 8 Support Policy for the Services

### 8.1.1 Technical Support

The Service includes the Support Policy for SAP Cloud Services located at the following link:

<http://www.sap.com/agreements-cloud-support>. The Support Policy for the Service does not include “SAP Preferred Success”. All references to “SAP Preferred Care” in the Support Policy for SAP Cloud Services shall refer to SAP Concur’s “Preferred Care” offering. All references to “SAP” in the Support Policy for SAP Cloud Services shall mean “SAP Concur”.

### 8.1.2 Service Configuration Change Management Process

#### 8.1.2.1 Scope

The Service Configuration Change Management Process outlined below is used for any configuration change of the existing implementation of the Service that requires SAP Concur assistance. All changes that are subject to this Service Configuration Change Management Process will be performed by SAP Concur only pursuant to a mutually acceptable Service Request, as described below. The Service Configuration Change Management Process is not for adding additional service options to the Service. Additional service options must be accomplished by an order under the Agreement between SAP Concur and the Customer and will be implemented pursuant to the implementation option selected for such additional service option. Once the additional service option is implemented, the Service Configuration Change Management Process will be applied.

#### 8.1.2.2 Process

- **Change Initiation:** Either SAP Concur or Customer may initiate a Service Request by identifying the need for the change to the other party and identifying a specific solution desired for implementation.
- **Change Review:** The Service Request will be routed to appropriate representatives of both parties, who will be the first level of screening to determine whether a requested change is appropriate or whether the change should be escalated within their respective organizations for determining whether to move forward toward completing and execution of a Service Request. These representatives will also involve others within their respective organizations in reviewing the change, as applicable. SAP Concur representatives will assist 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 will cooperate in good faith to determine the estimated level of effort in terms of hours and fees for the requested change, as applicable.

### 8.1.3 Service Requests

If the parties determine to move forward with the change, then the parties will negotiate a mutually acceptable Service Request. Each Service Request will be in SAP Concur’s standard form and must include the following:

- 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.
- An estimated schedule for the work to be performed by SAP Concur under the Service Request.
- 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.

### 8.1.4 Performance of Work

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



### 9 Service Level Agreement

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

#### 9.1.1 System Availability SLA

- SAP Concur warrants to maintain an average monthly system availability for the production system of the SAP Concur Service as set forth in the 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 Service Level Agreement for SAP Cloud Services. Customer will follow SAP Concur's posted credit claim procedure. When the validity of the service credit is confirmed by SAP Concur in writing (email permitted), Customer may 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.
- In the event SAP Concur fails to meet the System Availability SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of least 95% for one calendar month, Customer may terminate its subscriptions for the affected SAP Concur Service by providing SAP Concur with written notice within thirty days after the failure.

#### 9.1.2 Service Responsiveness

Following commencement of the Service, SAP Concur will achieve an average Service Responsiveness of no more than 3.0 seconds per transmission in each calendar month during the term of the Agreement between the Customer and SAP Concur. Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above will be as follows: (a) for a failure in a given month, such remedy shall be Customer's right to receive a pro-rata credit against its recurring fees for the Service the next invoice period, based on the difference between the committed average Service Responsiveness per transmission and the actual average Service Responsiveness per transmission in such month, to be applied to the next invoice; and (b) in addition to the remedy set forth in clause (a) above, for a failure in any three (3) months in any twelve (12) consecutive month period, such remedy shall be Customer's right to terminate the Agreement between Customer and SAP Concur under which SAP Concur provides the Service, by delivery of a written notice of termination and such termination shall be effective as of the date of such notice. As used above:

- "Service Responsiveness" means the average time for a round-trip transmission of the Service in a given calendar month, starting from the time a transmission enters SAP Concur's firewall from the Customer and ends when it leaves SAP Concur's firewall to Customer, excluding Excluded Downtime.
- "Excluded Downtime" has the meaning given to it in the Service Level Agreement for SAP Cloud Services referred to in Section 9.1 above.

#### 9.1.3 Overnight Job Processing

If Customer uses SAP Concur's standard file formats, complies with SAP Concur's standard file transfer methodology, and selects a single Processing Time Zone, then, for applicable Customer Data delivered by Customer to SAP Concur by 6:00 p.m. (applicable Processing Time Zone) on a given business day, (a) SAP Concur will make the applicable financial extract files available for Customer's retrieval by 5:00 a.m. (applicable Processing Time Zone) on the next business day, and (b) such applicable financial extract files will not contain any

material inaccuracies caused by SAP Concur that remain uncured for more than one business day after discovery of such inaccuracies. Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above will be as follows: (i) for a failure to achieve the service level described in clause (a) above at least one time per month in any three (3) consecutive month period, such remedy shall be Customer's right to receive a credit against its recurring fee for the Service the next invoice period equal to 5% of the monthly portion of the then-current recurring fee for the Service, to be applied to the next invoice; and (ii) for a failure to achieve the service level described in clause (b) above at least one time per month in any three (3) consecutive month period, such remedy shall be Customer's right to receive a credit against its recurring fee for the Service the next invoice period equal to 5% of the monthly portion of the then-current recurring fee for the Service, to be applied to the next invoice.

### 10 Security Standards

#### 10.1.1 Third-Party Audits and Compliance Standards

##### *10.1.1.1 SSAE18 SOC 1 Audit Report*

At least once annually and at no expense to Customer, SAP Concur will conduct an SSAE18 SOC 1 audit of controls relating to the Service, which audit will be performed by an independent certified public accounting firm (or similarly qualified person). Upon Customer's request, SAP Concur will provide Customer with copies of documentation relevant to such SOC 1 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

##### *10.1.1.2 SSAE18 SOC 2 Audit Report*

At least once annually and at no expense to Customer, SAP Concur will conduct an SSAE18 SOC 2 audit of controls relating to the Service, which audit will be performed by an independent certified public accounting firm (or similarly qualified person). Upon Customer's request, SAP Concur will provide Customer with copies of documentation relevant to such SOC 2 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

##### *10.1.1.3 ISO 27001 Audit*

At least bi-annually and at no expense to Customer, SAP Concur will conduct an ISO 27001 audit of its operations relating to the Service, which audit will be performed by a qualified independent third party in accordance with the requirements of ISO 27001. Upon Customer's request, SAP Concur will provide Customer with a copy of its ISO 27001 certification to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

##### *10.1.1.4 PCI-DSS Compliance*

During the term of the Agreement between the Customer and SAP Concur, SAP Concur will maintain, at no expense to Customer, policies, practices, and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service.

#### 10.1.2 Security

##### *10.1.2.1 Security Policy*

During the term of the Agreement between the Customer and SAP Concur, SAP Concur will maintain, at no expense to the Customer, an information security policy that is approved annually by SAP Concur management and published and communicated to all SAP Concur employees and relevant third parties. SAP Concur maintains a dedicated security and compliance function to design, maintain, and operate security in support of its "trust platform" in accordance with ISO 27001. This function focuses on developing policy and procedures for system integrity, risk acceptance, risk analysis and assessment, risk evaluation, risk management and treatment, and statements of applicability.

##### *10.1.2.2 Systems Security*

During the term of the Agreement between the Customer and SAP Concur, SAP Concur will maintain, at no expense to Customer, appropriate systems security for the Service in accordance with commercially reasonable

industry standards and practices designed to protect Customer Data from theft, unauthorized disclosure and unauthorized access. Such systems security includes, among other things, the following practices and procedures with respect to the Service:

### 10.1.2.2.1 Firewalls

SAP Concur will maintain commercially reasonable Internet-industry standard firewall protection for all of the networks, databases, and computer systems utilized by SAP Concur in performing the Service. SAP Concur will update its firewall software promptly following the availability of updates by the software provider. SAP Concur will test its perimeter devices no less than quarterly for vulnerabilities using commercially reasonable Internet-industry standard testing methods. SAP Concur will promptly troubleshoot and remediate security deficiencies discovered by SAP Concur as a result of such testing, or as a result of logging access attempts, based upon the risk of the deficiency.

### 10.1.2.2.2 Intrusion Detection

SAP Concur will maintain a network-based intrusion detection system to detect unwanted or hostile network traffic. SAP Concur will update its intrusion detection software promptly following the availability of updates by the software provider.

### 10.1.2.2.3 Encryption of Transmitted Data

SAP Concur will use commercially reasonable Internet-industry standard secure encryption methods designed to encrypt communications between its server(s) and client browser(s), and between its servers and Customer's server(s).

### 10.1.2.2.4 Encryption of Stored Data

SAP Concur will use commercially reasonable Internet-industry standard secure encryption methods designed to protect stored sensitive data, including passwords, credit card numbers, and bank account numbers. Such information will be stored on server(s) that are not accessible from the Internet.

### 10.1.2.2.5 Vulnerability Management

In addition to the third-party audits described above, SAP Concur will perform commercially reasonable practices designed to protect Customer Data from system and application vulnerabilities, including:

- *Perimeter Scanning:* SAP Concur will perform perimeter scanning through the use of embedded adaptors within SAP Concur's infrastructure providing information to an external reporting tool.
- *External Infrastructure Scanning:* SAP Concur will perform external infrastructure scanning providing information to an external reporting tool through a VISA-approved PCI scanning vendor. Reports are produced weekly and made available to Customer on a quarterly basis upon written request.
- *Internal Infrastructure Scanning:* SAP Concur will perform internal infrastructure scanning through the use of embedded adaptors within SAP Concur's infrastructure providing information to an external reporting tool through a VISA-approved PCI scanning vendor. Reports are produced weekly and made available to Customer on a quarterly basis upon written request.
- *External Application Vulnerability Test:* At least annually and at no expense to the Customer, SAP Concur will conduct an application penetration test (also known as an application vulnerability assessment) with respect to the handling of data relating to the Service, which assessment will be performed by a qualified independent third party. Reports are produced weekly and made available to Customer on an annual basis upon written request.

- *Internal Application Vulnerability Scanning:* SAP Concur will perform application vulnerability scanning on the Service on a monthly basis.
- *Malware Scanning:* SAP Concur will perform anti-Malware scanning on all servers utilized in performing the Service, under a central management platform.
- *Patch Management:* SAP Concur will use a patch management process and toolset to keep all servers up to date with appropriate security and feature patches.
- *Documented remediation process:* SAP Concur will use a documented remediation process designed to timely address all identified threats and vulnerabilities with respect to the Service.

### 10.1.2.2.6 No Disabling Devices

The Service does not and will not contain any disabling code (defined as computer code designed to interfere with the normal operation of the Service) or any program routine, device or other undisclosed feature (including but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door) which is designed to delete, disable, deactivate, interfere with or otherwise harm the Service or Customer Data. Notwithstanding the foregoing, SAP Concur shall be entitled to include or require passwords and/or other security measures designed to restrict unauthorized use of the Service.

### 10.1.2.2.7 Access Control

The networks, databases, software, and computer systems of SAP Concur in performing the Service are protected by a user name and password system which requires passwords at least eight characters in length and which requires individual user passwords to be changed at least four times per year using separate, distinct passwords. SAP Concur minimizes accessibility and use of privileged passwords, which are required to be changed at least once quarterly. Where appropriate, commands requiring additional privileges are securely logged (with time and date) to enable a complete audit trail of activities. SAP Concur promptly terminates all credentials and access to privileged password facilities of a SAP Concur employee in the event of termination of his or her employment.

## 10.1.3 Physical and Environmental Security

SAP Concur will limit access to its facilities utilized in performing the Service to employees and employee-accompanied visitors using commercially reasonable Internet-industry standard physical security methods. At a minimum, such methods will include visitor sign-ins, restricted access key cards or locks for employees, limited access to server rooms and archival backups, and burglar/intrusion alarm systems.

## 10.1.4 Security Incident Management

SAP Concur maintains security incident management policies and procedures, including detailed security incident escalation procedures. SAP Concur will notify Customer within twenty-four (24) hours of its confirmation of a security breach of the Service that results in a compromise of the confidentiality and/or integrity of Customer Data. In the event of such a security incident, SAP Concur will promptly perform an investigation into the breach, take appropriate remedial measures, and provide Customer with a single point of contact who can be reached with security questions or security concerns twenty-four (24) hours per day, seven (7) days per week, during the scope of SAP Concur's investigation.

## 10.1.5 Back Up/Archival

Following commencement of the Service, SAP Concur will perform full backups of the database(s) containing Customer Data no less than once per day without interruption of the Service. SAP Concur will also provide off-site

archival storage on no less than a weekly basis of all backups of the database(s) containing Customer Data on secure server(s) or on other commercially acceptable secure media.

### 10.1.6 Disaster Recovery

During the term of the Agreement between the Customer and SAP Concur, SAP Concur will have a disaster recovery plan in place for the hosting location from which the Service is performed. SAP Concur will provide Customer with a copy of its then-current disaster recovery plan promptly following Customer's written request for same. Within one day after an event of a disaster that causes the Service to be down and unavailable due to a force majeure event, SAP Concur will notify Customer regarding the occurrence of the disaster and its decision whether SAP Concur's disaster recovery plan is invoked. If SAP Concur's disaster recovery plan is invoked, SAP Concur will (a) execute such plan and restore Service to the Service Availability service level described above in accordance with the requirements of such plan, but no more than seven (7) days after invoking such plan subject to hardware availability, and (b) Customer will be treated with at least equal priority as any other SAP Concur customer of the Service.

### 10.1.7 Business Continuity

During the term of the Agreement between the Customer and SAP Concur, SAP Concur will have an annually tested business continuity plan in place to assist SAP Concur in reacting to a disaster in a planned and tested manner. SAP Concur will provide Customer with a copy of its then-current business continuity plan promptly following Customer's written request for same.



### 11 Analyses

SAP Concur or its Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Service, as set forth below ("Analyses"). Analyses will anonymize and aggregate information and shall not be considered "Customer Data" as defined in the Agreement.

Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Service. Analyses may be used for the following purposes:

- a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new SAP Concur products and services;
- b) improving resource allocation and support;
- c) internal demand planning;
- d) training and developing machine learning algorithms;
- e) improving product performance;
- f) verification of security and data integrity; and
- g) identification of industry trends and developments, creation of indices and anonymous benchmarking.

### 12 Other Services

Additional ancillary service options are available for additional fees if and when ordered under a mutually acceptable Agreement between SAP Concur and a Customer.

#### 12.1.1 Reimbursement of Expenses

The Customer will be responsible for paying SAP Concur for reasonable travel and related expenses incurred by SAP Concur in connection with any on-site services performed in connection with an Agreement between SAP Concur and the Customer.

### 13 Agreement Definitions and Transactions

#### 13.1.1 Definitions

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

- **“Annual Period”** means each 12-month period beginning on the Order Effective Date set forth in the applicable ordering document.
- **“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.
- **“Billing Cycle”** means the billing frequency specified in the applicable ordering document.
- **“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.
- **“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.
- **“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 will be invoiced in advance of each Billing Cycle and the Incremental Transaction Fees, if any, related to the Transactions for which there are Recurring Fees will be invoiced in arrears for the preceding Billing Cycle.
- **“Service Type”** means each primary service offering ordered as specified in the “Service Ordered” section of the applicable ordering document.
- **“Transaction Fee”** means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee specified in the applicable ordering document; and (ii) 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 will be invoiced in advance of each Billing Cycle and the Incremental Transaction Fees, if any, will be invoiced in arrears for the preceding Billing Cycle.

#### 13.1.2 Transactions

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 as (i) an expense report (provided, however, that all submissions and resubmissions of a single expense report shall be 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 Service, or (ii) with respect to the 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.

##### 13.1.2.1 Transaction Table

Service Description	Type of Transaction
Analytics for Invoice Processing	a vendor payment request
Audit (Policy, Receipt and Elite)	an expense report with respect to which SAP Concur performs an audit as reflected by the Service

Audit 48 Hour SLA for Policy Audit	an expense report with respect to which SAP Concur performs an audit as reflected by the Service
Audit 48 Hour SLA for Receipt Audit	an expense report with respect to which SAP Concur performs an audit as reflected by the Service
Budget for Invoice Processing	a vendor payment request
Budget Insight for Concur Request	a Concur Request; provided, however, that all submissions and re-submissions of a single Concur Request shall be counted as a single Transaction
Central Reconciliation	a Concur Request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single Concur Request or expense report, as applicable, shall be counted as a single Transaction
Client Web Services for Invoice Processing	a vendor payment request
Company Bill Statements	a statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
Concur Connector for NetSuite for Invoice Processing	a vendor payment request
Concur Connector for QuickBooks - Invoice Processing / QuickBooks Integration for Invoice Processing	a vendor payment request
Concur FAVR by Motus - Expense	a Customer user of Concur FAVR; provided, however, that any Customer user that is a replacement of an existing Customer user will not count as a Transaction
Concur FAVR by Motus – Travel & Expense	a Customer user of Concur FAVR; provided, however, that any Customer user that is a replacement of an existing Customer user will not count as a Transaction
Concur Financial Connector for Invoice Processing	a vendor payment request
Concur Insight – Premium for Invoice Processing	a vendor payment request
Concur Insight – Premium for Concur Request Standalone	a Concur Request; provided, however, that all submissions and re-submissions of a single Concur Request shall be counted as a single Transaction
Consultative Intelligence for Invoice Processing	a vendor payment request
Expense Pay	a payment made to a payee for each expense report using Expense Pay – North America, Expense Pay – EMEA, Expense Pay – APA , Expense Pay – Japan, or Expense Pay - Global
Extract Services for Invoice Processing	a vendor payment request
Guaranteed Compliance Service	an expense report with respect to which SAP Concur performs an audit as reflected by the Service
Intelligence for Invoice Processing	a vendor payment request

Intelligence Reports	a Managed Reporting report transaction with a maximum of 8 hours per report.
Invoice Capture	a vendor payment request with respect to which SAP Concur performs Invoice Capture as reflected by the service
Invoice Check Payments	a vendor payment request
Invoice Line Item Capture	a vendor payment request with respect to which SAP Concur performs Invoice Capture as reflected by the service
Invoice Pay	a payment made to a payee using Invoice Pay
Invoice Processing	a vendor payment request
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 shall be counted as a single Transaction
Locate & Alert	a Registered User
Meeting Management	each registration submitted using Meeting Management in which the invited attendee elects to attend the meeting or event during the registration process.
Paper Receipt Handling	an expense report with respect to which SAP Concur performs Paper Receipt Handling as reflected by the Service
Policy Audit (only applicable when a Customer configures Policy Audit with Concur Detect)	an expense report escalation identified as “High Risk” by the Concur Detect extended service with respect to which SAP Concur then performs an audit as reflected by the Service in the “Policy Audit and Concur Detect” section of this Service Description Guide
Procurement Network Integration	a vendor payment request
Purchase Requests for Invoice	a vendor payment request
Reporting Services for Invoice Processing	a vendor payment request
Risk Messaging - Essentials	a booking (for any one of the following: a traveler’s air, lodging, car, rail reservation, and/or client ‘check-ins’ via mobile) that is imported into the Risk Messaging service; provided, however, that the number of Transactions is dependent on the type of booking as follows: if all trip reservations for the traveler, or travelers if two (2) or more travelers are booked as a group, are consolidated into a single PNR booking, one (1) Transaction will be counted per traveler. If a traveler books air, lodging, car and/or rail separately, each such reservation separately booked and submitted via Concur Travel, TripLink, or any alternative source, is counted as one (1) Transaction. Any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Risk Messaging - Premium	a booking (for any one of the following: a traveler’s air, lodging, car, rail reservation, and/or client ‘check-ins’ via mobile) that is imported into the Risk Messaging service; provided, however, that the number of Transactions is dependent on the type of booking as follows: if all trip reservations for the traveler, or travelers if two (2) or more travelers are booked as a group, are consolidated into a single PNR booking, one (1) Transaction will be counted per traveler. If a traveler books air, lodging, car and/or rail separately, each such reservation

	separately booked and submitted via Concur Travel, TripLink, or any alternative source, is counted as one (1) Transaction. Any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Service Administration for Invoice Processing	a vendor payment request
Service Administration for Higher Education – Invoice Processing	a vendor payment request
Service Assistant for Invoice Processing	a vendor payment request
Concur Request – Standalone	a Concur Request; provided, however, that all submissions and re-submissions of a single Concur Request shall be counted as a single Transaction
User Support Desk for Invoice Processing	a vendor payment request

In addition, for the Travel and Expense Service Type, the definition of Transaction includes each travel booking transaction submitted through the use of such Service Type (and not otherwise timely cancelled) if, within 120 days after the date of such travel booking transaction, such travel booking transaction does not correspond to an expense report submitted through the use of such Service Type.