

CONCUR CLOUD SERVICE
SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions for the Service shall apply to the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms as defined in the Agreement.

1. **Service Description Guide.** The Service will be provided substantially as described in the Service Description Guide for the Service ordered by Customer under an Order Form.
2. **Metrics/Fees.** The provisions of the GTC related to usage metrics and verification shall not apply to the Concur Service. As such, the usage metrics and fees shall be as set forth in the applicable Order Form.
3. **Changes to Service and Fees.** The provisions of the GTC related to modification of the Cloud Service shall not apply to the Concur Service. Concur may from time to time effect reasonable modification to the Service and/or the Service Description Guide for the Service, provided that any such modification does not reduce the service level commitments, security or overall level of beneficial service provided to Customer immediately prior to such modification. If the "Travel & Expense" or "Travel" Service is provided under the Agreement, then Concur shall have the right to effect reasonable changes to the recurring fees under the Agreement to the extent of any general fee change assessed across Concur's customers of the applicable Service due to changes in Concur's third-party costs associated with its travel management business (e.g., GDS or other similar third party fees), upon notice to Customer at least 30 days before the effective date of the change and provided that such costs are passed through without markup by Concur.
4. **Customer Data.** Subject to the terms of the Agreement, Customer hereby grants Concur a non-exclusive, non-transferable, worldwide right to use and disclose the electronic data specifically pertaining to Customer and/or its Authorized Users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of providing the Service.
5. **Feedback.** Customer may provide Concur with suggestions for product or service improvement or modification in connection with any present or future Concur product or service ("Feedback"). Accordingly, Feedback shall not be considered Confidential Information under the Agreement and neither Concur nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such Feedback.
6. **Notices.** All notices hereunder by either party shall be given (i) by personal delivery (including reputable courier service), fees prepaid, (ii) by sending such notice by registered or certified mail return receipt requested, postage prepaid, or (iii) by sending such notice via email to Concur at notices@concur.com and to Customer at their email address for notices set forth in the initial Order Form. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. A party, by written notice to the other as described above, may alter the address for receipt of notices hereunder.
7. **Term.** Except as otherwise set forth in an Order Form, the term of the Service will commence on the Order Effective Date set forth in the initial Order Form and will continue thereafter for the initial term specified in the initial Order Form (the "Initial Term"). After the Initial Term or any renewal term, the term for the Service shall continue thereafter, provided that either party may terminate the Agreement after the Initial Term or any renewal term by delivering written notice of termination to the other party at least 90 days (unless otherwise specified in an Order Form) before the desired effective date of such termination. All terms and conditions of the GTC and the Supplement shall remain in effect until termination of the Agreement, except as the parties expressly agree otherwise in writing.
8. **Invoicing.** Concur will invoice for the Fees set forth in an Order Form, as set forth herein and in such Order Form.
 - 8.1 **Currency for Fees:** All fees set forth in such Order Form are denominated in the currency specified under "Currency for Fees" in such Order Form and shall be paid by Customer in such currency.
 - 8.2 **Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in such Order Form at any time on or after the "Order Effective Date" set forth in such Order Form.
 - 8.3 **Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in such Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date (as defined in such Order Form) for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.
9. **Optional Select Access Services.** Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur's Select Access Services in conjunction with Customer's use of an applicable Concur Service for additional fees based on actual usage of such Select Access Services. A list of Concur's Select Access Services and corresponding fees and related terms are posted on the Concur Support Portal website, incorporated herein by this reference, and subject to change from time to time as specified on such website.
10. **Definitions.** The following terms will have the meanings specified below:
 - 10.1 **"Annual Period"** means each 12-month period beginning on the Order Effective Date set forth in the applicable Order Form.
 - 10.2 **"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 Order Form for a given Billing Cycle.
 - 10.3 **"Billing Cycle"** means the billing frequency specified in the applicable Order Form.

- 10.4** “**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 Order Form for a given Billing Cycle.
- 10.5** “**Production Availability**” means, for the Service Type(s) ordered hereunder, the date on which Concur makes such Service Type available to Customer for production use.
- 10.6** “**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 Order Form. 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.
- 10.7** “**Service Type**” means each primary service offering ordered as specified in the “Service Ordered” section on the applicable Order Form.
- 10.8** “**Transaction**” means, except as otherwise set forth in a Transaction table in the Service Description Guide for the applicable service, an expense report that is submitted by or on behalf of an Authorized User during a given Billing Cycle through the use of the Service; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction. In addition, for Travel and Expense, 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.
- 10.9** “**Transaction Fee**” means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee specified in the applicable Order Form; 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 Order Form. 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.