

Concur Technologies, Inc.
U.S. Advisor Program
Platinum Membership Terms and Conditions

(Last updated: January 6, 2015)

PLEASE READ THIS AGREEMENT CAREFULLY. ALL CONCUR ADVISORS PARTICIPATING AT THE PLATINUM MEMBERSHIP LEVEL MUST AGREE TO THE FOLLOWING TERMS AND CONDITIONS WITHOUT MODIFICATION OR ADDITION.

This Agreement (as may be modified from time to time in accordance with its terms, the "**Agreement**") is between Concur Technologies, Inc., a Delaware corporation located at 601 108th Avenue NE, Suite 1000, Bellevue, WA 98004 USA ("**Concur**") and the entity ("**Applicant**") whose application to participate in the Concur Advisor Program for United States (the "**Program**") at the platinum membership level ("**Platinum Membership**") has been accepted by Concur through notification to Applicant's representative designated in the application and signup process ("**you**" or "**Representative**").

BY CONFIRMING ACCEPTANCE OF THIS AGREEMENT IN THE MANNER INSTRUCTED BY CONCUR IN A PLATINUM MEMBERSHIP ACCEPTANCE NOTIFICATION, AS APPLICANT'S REPRESENTATIVE YOU (1) ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND THE APPLICANT, (2) REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT, AND(3) REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE APPLICANT AND THAT YOU HAVE THE AUTHORITY TO BIND APPLICANT TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT CONFIRM YOUR ACCEPTANCE OF THIS AGREEMENT AS INSTRUCTED IN THE CONCUR ACCEPTANCE NOTIFICATION AND APPLICANT SHALL NOT PARTICIPATE IN THE PROGRAM AT THE PLATINUM MEMBERSHIP LEVEL.

This Agreement and Applicant's Platinum Membership are effective on the date the Representative accepts the Agreement on behalf of Applicant as instructed by Concur in the Platinum Membership acceptance notification ("**Effective Date**"). As of the Effective Date Applicant is deemed a "**Platinum Advisor**." Concur reserves the right to modify or replace the terms and conditions of this Agreement at any time, in Concur's sole discretion. Concur will indicate at the top of this Agreement the date it was last updated. Any changes from the previously posted version will be effective immediately upon posting the revised version on the website <https://www.concur.com/en-us/advisor-registration/terms-conditions/> (the "**Site**") (or such later effective date as may be indicated at the top of the revised Agreement). Continued participation by Platinum Advisor in the Program at the Platinum Membership level following the posting of a revised version of this Agreement on the Site will constitute Platinum Advisor's acceptance of the modified terms and conditions. If Platinum Advisor does not agree to the changes, Platinum Advisor must stop participating in the Program at the Platinum Membership level and provide notification of termination to Concur in accordance with Section 2.2 below. Concur may at its discretion provide other methods by which Platinum Advisor is required to accept changes to this Agreement in order to continue its Platinum Membership.

1. Definitions.

- 1.1. "**Claims**" has the meaning set forth in Section 8 below.
- 1.2. "**Confidential Information**" has the meaning set forth in Section 6 below.
- 1.3. "**Concur Marks**" means the Concur name and logo, Concur Platinum Advisor name, Concur Platinum Advisor logo, and any other Concur marks used on websites of Concur or its affiliates.
- 1.4. "**Concur Service**" means the primary Concur on-demand business service types presently known as Travel, Expense, Travel & Expense, and Invoice Processing (but excluding Concur SBE) provided by Concur to its customers utilizing Concur software that is hosted and managed by Concur and accessed by the customer over the Internet or a telecommunications wide area network.
- 1.5. "**Concur Service Transaction**" means a transaction for the provision of Concur Service directly to a given Concur customer under a subscription services model and pursuant to a written agreement between Concur and such Concur customer that includes an Initial Order.
- 1.6. "**Concur SBE**" means the primary Concur on-demand expense management or integrated travel and expense management service offering presently known as Concur Small Business Edition that is provided by Concur to its customers utilizing Concur software that is hosted and managed by Concur and accessed by the customer over the Internet or a telecommunications wide area network and that (a) is designed for small businesses (fifty (50) employees or less) and (b) involves an online client-directed registration for (and implementation of) such services For avoidance

of doubt, Concur SBE does not include any ancillary, add-on, or extended services available for purchase with the core service offering, including, without limitation, audit services, tax reclaim services, data reporting and analysis services, expense reimbursement services, or the utilization of an electronic funds transfer or automated clearinghouse network to debit or credit a bank account.

- 1.7. "**Concur Property**" means (a) the Concur Service (including all website set up and configuration), all other Concur services, the Concur Confidential Information, the Concur Marks, the Licensed Materials, the Concur websites, and all software, hardware, technology, documentation, and information provided by Concur in connection with the Concur Service and any other Concur services; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Concur during its performance under this Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above.
- 1.8. "**Customer**" means a new Concur customer that has entered into a Concur Service Transaction with Concur.
- 1.9. "**Initial Order**" means the first mutually acceptable written ordering document for Concur Service executed by both the Customer and Concur.
- 1.10. "**Initial Referral Period**" has the meaning set forth in Section 4.2.3 below.
- 1.11. "**Licensed Materials**" means marketing materials provided by Concur to Platinum Advisor in connection with this Agreement.
- 1.12. "**Net Recurring Revenue**" means the recurring base usage fees actually collected by Concur pursuant to a Qualified Transaction (defined in Section 4.2.2 below) that are contractually committed under the Initial Order between Concur and a Customer, excluding: (i) any fees and charges specified in such agreement other than the contractually committed base usage fees for Concur Service, which excluded other fees, include, without limitation, overage fees for use exceeding the committed base usage fees, one-time and non-recurring fees, set-up fees, pre-production fees, fees related to add-on or extended services, training fees, consulting or professional services fees, telecommunications services fees, fees in connection with the sale, rental or leasing of equipment, or fees in connection with the provision of checks, forms or other supplies, (ii) any sales, service, or excise taxes, (iii) any third-party pass-through charges, (iv) any deductions for credits, refunds or write-offs, and (v) any fees for products or services other than the Concur Service.
- 1.13. "**Qualified Lead**" has the meaning set forth in Section 4.2.2 below.
- 1.14. "**Qualified Transaction**" has the meaning set forth in Section 4.2.2 below.
- 1.15. "**Referral Fee**" means any fee due from Concur to Platinum Advisor in accordance with Sections 4.2 or 4.3 below.
- 1.16. "**SBE Customer**" means a new Concur SBE customer that has fully completed its first registration process for a paid subscription to Concur SBE using the special page and promotion code provided by Concur to Platinum Advisor from a US IP address containing an order identification.
- 1.17. "**SBE Customer Registration Date**" means the date that a Subscribing Customer fully completes its first registration process for a paid subscription to Concur SBE using the special page and promotion code provided by Concur to Platinum Advisor from a US IP address containing an order identification.
- 1.18. "**Term**" has the meaning set forth in Section 2.1 below.

2. Term and Termination.

- 2.1. Term. This Agreement and Platinum Advisor's Platinum Membership will begin on the Effective Date and continue until terminated as provided herein (the "**Term**").
- 2.2. Termination. Concur may terminate this Agreement and Platinum Advisor's Platinum Membership as follows: (a) without cause by providing Platinum Advisor at least 30 days' advance written or electronic notice of termination; (b) immediately upon written or electronic notice of termination in the event of a breach of Section 3.2 by Platinum Advisor; or (c) in the event of a breach of any other provision of the Agreement by Platinum Advisor that is not cured within ten (10) days after delivery of written or electronic notice by Concur of the breach, by delivery of a written or electronic notice of termination at any time thereafter. Platinum Advisor may terminate this Agreement at any time, with or without cause, by giving Concur electronic notice of termination via email to: Advisor@concur.com. Following any termination of this Agreement (i) all licenses granted to Platinum Advisor under this Agreement will immediately and automatically terminate; (ii) all privileges and benefits of Platinum Membership will be immediately revoked; (iii) Platinum Advisor shall immediately cease all use of Concur Marks and shall otherwise discontinue representing in all instances and locations that Platinum Advisor has Platinum Membership in the Program; (iv) Platinum Advisor shall promptly return

any Confidential Information to Concur; (v) Concur shall pay Platinum Advisor for all unpaid referral fees payable hereunder on or prior to the effective date of termination within forty-five (45) days after the date of the applicable invoice from Platinum Advisor for same; and (vi) except for payments required by the preceding subsection (v), all rights of Platinum Advisor to earn or receive payment of referral fees under the Agreement shall immediately terminate. Sections 1, 2, 5.2, 6, 7, 8, 9, 10, 11, 12, 13 and 14 will survive the termination of this Agreement.

3. **Platinum Advisor Acknowledgements and Warranties.**

- 3.1. Acknowledgements. Platinum Advisor acknowledges and understands that Concur reserves the right to discontinue the Program and/or the Platinum Membership level of the Program at any time in Concur's sole discretion.
- 3.2. Warranties. Platinum Advisor represents, warrants, and covenants that:
 - 3.2.1. All information provided in its application to the Platinum Membership level of the Program is true, correct, and complete;
 - 3.2.2. Platinum Advisor has the full corporate power and authority to enter into this Agreement;
 - 3.2.3. Platinum Advisor shall comply, and shall ensure that any third parties performing sales or referral activities on its behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders relating to its performance under this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, et seq. (the "FCPA"), the Bribery Act 2010 of the United Kingdom, and applicable export control laws or regulations (collectively "Applicable Laws") and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Concur, Concur customers, the Concur Service or Concur SBE, or to the public;
 - 3.2.4. Platinum Advisor's sales activities and receipt of any referral fees under this Agreement are consistent with Applicable Laws and no payments or transfers of anything of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Platinum Advisor shall promptly inform Concur in writing upon becoming aware of any violations of Applicable Laws in connection with this Agreement;
 - 3.2.5. Platinum Advisor shall not make any representations, warranties, or commitments to any third party with respect to the specifications, features, or capabilities of the Concur Service, Concur SBE, or any other Concur services that are inconsistent with the then-current marketing literature supplied by Concur, including any product feature functionality or product development initiatives;
 - 3.2.6. In its promotion of Concur SBE and/or Concur Services, Platinum Advisor shall only use ethical and legal business practices and comply with the terms of this Agreement, including Attachment 1. However, Concur may, in its sole and complete discretion, deem specific Platinum Advisor promotional activities inappropriate and a material breach of this Agreement. Any suspected fraudulent, abusive or otherwise illegal content or activity by Platinum Advisor through its promotional methods is grounds for immediate termination of this Agreement, without notice.
 - 3.2.7. Platinum Advisor shall not represent that it is acting as an agent of Concur or otherwise on behalf of Concur;
 - 3.2.8. Platinum Advisor shall be responsible for all of its costs and expenses incurred in its performance under this Agreement except as otherwise agreed in writing by both parties;
 - 3.2.9. In its performance under this Agreement, Platinum Advisor will not violate the rights of or any duty owed to any other party;
 - 3.2.10. Platinum Advisor will not solicit, encourage, commit, or permit any fraudulent or improper act to generate Referral Fees.
- 3.3. Accurate, Up-to-Date Information. Platinum Advisor agrees to provide Concur with accurate information about Platinum Advisor and its promotional methods and to maintain up-to-date "account" information (such as contact information, payment address, websites used, etc.). In its Program accounts, Platinum Advisor must accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary.
- 3.4. Nondiscrimination. Platinum Advisor agrees to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration and nondiscrimination, including without limitation the Americans with Disabilities Act, Title VII of the 1964 Civil Rights Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act and the Immigration Reform and Control Act of 1986, as amended. In

specific and to the extent applicable, Platinum Advisor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) which (i) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin; and (ii) require that covered prime contractors and subcontractors (as defined by applicable law) to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

4. **Membership Benefits.**

- 4.1. **Concur SBE and Upgrade to Concur Service.** A Platinum Advisor will be eligible to receive a free Concur SBE subscription for up to twenty-five (25) users; provided that Platinum Advisor will be charged the monthly per user subscription fee for any users in excess of twenty-five (25) users and any applicable fees for any optional add-on feature or extended services available in Concur SBE. In addition, Platinum Advisor will have the option to upgrade to Concur Service (Standard or Professional Edition) at a ten percent (10%) discount from then-current Concur prices. Platinum Advisor's subscription to the Concur Service will be pursuant to the terms of a separate written agreement between the parties.
- 4.2. **Concur Service Referral Fees.**
- 4.2.1. **Lead Submission.** In order to receive Referral Fees in connection with the referral of Concur Service, Platinum Advisor must complete and submit to Concur an electronic lead referral worksheet in a form acceptable to Concur for each prospect that Platinum Advisor identifies to Concur. Each lead referral worksheet must be completed in full. At least one of the prospect contacts listed on the lead referral worksheet must be a management-level employee in the prospect's organization that has decision-making authority regarding the procurement of Concur Service.
- 4.2.2. **Qualified Transactions.** Subject to the terms of the Agreement, for each Concur Service Transaction executed between Concur and a Qualified Lead (defined below) within twelve (12) months after the date that Platinum Advisor has submitted the completed lead referral worksheet (the "**Lead Referral Date**"), Concur will pay Referral Fees during the Term calculated in accordance with Section 4.2.3 below (each Concur Service Transaction meeting the foregoing criteria is a "**Qualified Transaction**"). A prospect referred by Platinum Advisor to Concur is a "**Qualified Lead**" if, as of the Lead Referral Date, all of the following conditions are true: (a) the prospect is not in possession of a current proposal from Concur; (b) the prospect has not had one or more face-to-face meetings or substantial communications with Concur representatives during the six (6) months preceding the Lead Referral Date; (c) Concur has not already received a lead referral worksheet or functionally similar document for that prospect from a third party with respect to Concur services; and (d) Concur has not already established a business relationship with the prospect or an affiliate of the prospect under a current written agreement between Concur and such prospect or affiliate.
- 4.2.3. **Calculation of Referral Fees.** The Referral Fees for each Qualified Transaction shall be calculated as (i) twenty percent (20%) of the Net Recurring Revenue earned by Concur under the Qualified Transaction during the twelve (12) month period beginning on the first day of the first calendar month after the effective date of the Qualified Transaction (the "**Initial Referral Period**"); and (ii) ten percent (10%) of the Net Recurring Revenue earned by Concur pursuant to the Qualified Transaction after the Initial Referral Period.
- 4.3. **Concur SBE Referral Fees.** Concur will pay Referral Fees to Platinum Advisor in accordance with the terms and conditions of this Section 4.3 for all SBE Customers who use the special page and promotion code provided by Concur to Platinum Advisor. Subject to the terms of this Agreement, for each SBE Customer that subscribes to Concur SBE using the special page and promotion code provided by Concur to Platinum Advisor, Concur will pay Referral Fees during the Term equal to (i) twenty percent (20%) of the per user Concur SBE subscription service fee revenue collected by Concur from such SBE Customer during the twelve (12) month period beginning on the effective date of such SBE Customer's first registration for Concur SBE (the "**Concur SBE Initial Period**"); and (ii) ten percent (10%) of the per user Concur SBE subscription service fee revenue collected by Concur from such SBE Customer following the Concur SBE Initial Period (in each case, less all deductions for third-party charges paid by Concur for transportation, shipping, handling, taxes, insurance, duties and other government and "pass-through" charges, deductions for credits, refunds, and write-offs, and any third-party royalties and fees paid by Concur with respect to such Concur SBE service). However, in no event will Concur SBE Referral Fees be based on any revenue from any one-time fees or from any recurring fees for add-on or extended services, consulting, support, maintenance, technical support, training or other types of services or for any revenue received by a party other than Concur.
- 4.4. **Payment of Referral Fees.** In order to receive payment for Referral Fees earned under this Section 4, Platinum Advisor is required to provide Concur with information reasonably required by Concur, including Platinum Advisor's U.S. tax identification number and a fully-completed form W-9. Subject to Section 4.5 below, Concur will pay Referral Fees to Platinum Advisor on a quarterly basis. All payments of Referral Fees to Platinum Advisor will be made by check and will become due and payable by Concur within forty-five (45) days after the end of each calendar quarter in which the

underlying applicable revenue from the Customer is collected. Concur will not pay Platinum Advisor any Referral Fees for invalid SBE Customers or Concur Service Transactions that occurred as a result of any violation of this Agreement, all as determined by Concur in its sole discretion. Unless otherwise mutually agreed by the parties, Concur shall pay all Referral Fees in United States Dollars (USD) or the currency of the underlying Customer agreement (at Concur's election).

- 4.5. Account Charges. Platinum Advisor is solely responsible for providing and maintaining accurate contact and payment information associated with Platinum Advisor's account. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from a newly issued payment. In the event Concur is unable to locate Platinum Advisor for the payment of Referral Fees after using reasonable efforts, Concur may retain the Referral Fees in accordance with applicable law. Concur may charge a reasonable fee for account maintenance against such Referral Fees up until there are no longer any Referral Fees remaining.
- 4.6. Taxes. Each party will be responsible for billing, collecting, and remitting sales, use, value added, and other comparable taxes due with respect to (or incurred in connection with) the sale or license of such party's goods or services. Neither party is liable for any taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the sale of the other party's goods or services.
- 4.7. Reporting. Each payment of Referral Fees will include a report showing sufficient information as determined by Concur to show the calculation of the Referral Fees. In addition, Concur may make various reports available to Platinum Advisor at a designated URL.
- 4.8. Disclaimer. Concur's calculation of the Referral Fees will be based upon reports available to Concur. The reports available to Concur may contain discrepancies from the reports available to Platinum Advisor, due to the stage at which the report is received, technology related issues, or other reasons. CONCUR'S PAYMENTS WILL BE BASED ON THE REPORTING AVAILABLE TO CONCUR AND CONCUR WILL HAVE NO LIABILITY FOR ANY DISCREPANCIES BETWEEN THE INFORMATION AVAILABLE TO PLATINUM ADVISOR AND THE INFORMATION AVAILABLE TO CONCUR. Platinum Advisor acknowledges and agrees that neither Concur nor its contractors makes any guarantee, prediction, or representation regarding the ability of Platinum Advisor to generate Customers or earn Referral Fees.
- 4.9. Membership Certification. Concur may develop a certification program and provide opportunities to Platinum Advisor and its employees for training and certification under this program. In the event Concur establishes a Program portal for the Program applicable to Platinum Advisor's geographic location, Concur will publish and maintain any certification opportunities for Platinum Membership on the Program portal.

5. Licenses; Ownership and Limitations.

5.1. Licenses.

- 5.1.1. Concur hereby grants Platinum Advisor a nonexclusive, revocable, non-transferable, non-sublicenseable, royalty-free license, solely for the purpose of identifying Platinum Advisor's participation in the Program and promoting the Concur Service pursuant to the terms of this Agreement, to: (a) display the Concur name and logo, and any other Concur Marks identified by Concur as available for use by Program participants or otherwise furnished by Concur to Platinum Advisor hereunder, on Platinum Advisor's website and (b) use the Licensed Materials as directed by Concur. Platinum Advisor may also display the Platinum Advisor logo on its business cards solely for the purpose of identifying its Platinum Membership level in the Program. Concur reserves all rights to the Concur Marks not expressly granted to Platinum Advisor herein.
- 5.1.2. Platinum Advisor hereby grants Concur a nonexclusive, revocable, personal, non-transferable, non-sublicenseable, royalty-free license, solely for the purpose of identifying Platinum Advisor's participation in the Program pursuant to the terms of this Agreement, to display the Platinum Advisor name and logo ("**Advisor Marks**") on Concur's website and to use the Advisor Marks in marketing materials and presentations. Platinum Advisor reserves all rights to the Advisor Marks not expressly granted to Concur herein.
- 5.1.3. Any use by Platinum Advisor of Concur Marks or by Concur of Advisor Marks pursuant to the licenses granted in Section 5.1.1 and 5.1.2 above shall be in accordance with the granting party's reasonable written trademark usage policies provided to the other party and with proper markings and legends. Neither party shall make any express or implied statement or suggestion, or use the other party's Marks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on the other party or its business, products or services. Each party shall cease, or adjust the manner of, its use of any Concur Mark or Advisor Mark, as applicable, at the request of the other party. The granting party may withdraw any approval of any use of its trademarks or service marks at any time in its sole discretion.

5.2. **Ownership; Limitations.** Concur and its licensors and suppliers own and retain all right, title, and interest in and to the Concur Property. Except as otherwise expressly authorized herein or by Concur in writing, the non-exclusive rights set forth in this Agreement are the entirety of Platinum Advisor's rights in connection with the Concur Property. Platinum Advisor acknowledges Concur's exclusive rights in all of the Concur Marks and all goodwill associated therewith, and acknowledge that any and all plain-text uses of Concur Marks by Platinum Advisor inures solely to the benefit of Concur. Platinum Advisor shall not challenge Concur's exclusive rights in and to the Concur Marks. Platinum Advisor shall not do anything that might harm the reputation or goodwill of Concur or any of the Concur Marks. Platinum Advisor shall not take any action inconsistent with Concur's rights in the Concur Marks. Platinum Advisor shall not adopt, use, or register any corporate name, trade name, trademark, service mark, internet domain name, or other designation confusing similar to the Concur Marks or incorporating in any way any of the Concur Marks. If at any time Platinum Advisor attempts to acquire any rights in, or registration(s) or application(s) of any kind for, containing or corresponding to the Concur Marks by operation of law or otherwise, Platinum Advisor will immediately and at no expense to Concur assign such rights, registrations, names or applications to Concur, along with any and all associated goodwill. Platinum Advisor shall not bid on or purchase any keyword which is a Concur Mark in any keyword advertising service (such as, for example, Google AdWords).

6. Confidentiality.

6.1. **Confidential Information.** Subject to the exceptions specified below, "Confidential Information" means information disclosed by Concur directly or indirectly to Platinum Advisor that is either: (a) clearly marked or otherwise clearly designated as confidential or proprietary; or (b) should be reasonably understood by Platinum Advisor to be the confidential or proprietary information of Concur given the nature of the information and the circumstances of disclosure. For the avoidance of doubt, and without limiting the foregoing, Concur business and marketing plans and forecasts, pricing models, and non-public product and service information is Confidential Information.

6.2. **Confidential Treatment.** During the term of the Agreement and for three (3) years after its termination, (i) Platinum Advisor shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information for any purpose other than meeting its obligations under this Agreement, and (ii) Platinum Advisor shall limit access to Confidential Information to those of its employees, contractors and agents who need such access to perform Platinum Advisor's obligations under this Agreement and who have signed confidentiality agreements with Platinum Advisor containing protections no less stringent than those herein.

6.3. **Exceptions.** Notwithstanding anything to the contrary, the obligations of Platinum Advisor set forth in this Section 6 shall not apply to any information that: (a) is or becomes a part of the public domain through no wrongful act of Platinum Advisor; (b) was in Platinum Advisor's possession free of any obligation of confidentiality at the time of Concur's communication thereof directly or indirectly to Platinum Advisor; (c) is developed by Platinum Advisor completely independent from all Confidential Information; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing Concur with advance written notice, if reasonably possible, such that Concur is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

6.4. **Remedies.** Platinum Advisor acknowledges that money damages are an inadequate remedy for breach of this Section 6 and further acknowledges that any such breach may result in irreparable harm to Concur. Therefore, in the event of any such breach, the Concur party may seek injunctive relief from a court of competent jurisdiction to enjoin such activity in addition to any other remedies available to it.

7. **SPAM.** Platinum Advisor shall not use the Concur Marks except as specifically authorized in the Agreement. Platinum Advisor shall not, either directly or indirectly, use the Concur Marks in any unsolicited bulk e-mail or unsolicited commercial e-mail, or in any way that violates applicable anti-spam laws and regulations.

8. **Indemnification.** Each party to this Agreement (the "Indemnifying Party") will indemnify, defend and hold the other party, its related entities and their directors, officers, employees, agents and representatives (the "Indemnified Parties") harmless from and against any and all Claims by third-parties. The Indemnifying Party's obligations under this section are conditioned upon the following: (i) the Indemnified Parties notifying the Indemnifying Party of the Claims in writing promptly after the Indemnified Parties have become aware of the same; (ii) the Indemnified Parties allow the Indemnifying Party to assume exclusive control of the defense and/or settlement of the Claims; and (iii) the Indemnified Parties provide all information and assistance reasonably requested by the Indemnifying Party to defend or settle the Claims. The Indemnified Parties will not settle any Claims without the Indemnifying Party's prior approval and the Indemnifying Party will not settle any Claims without the prior approval of Indemnified Parties if the terms of the settlement impose any obligations on Indemnified Parties other than the use or non-use of Indemnifying Party's products or technologies. The Indemnifying Party's indemnification obligations under this section are limited to the payment of amounts due under any final judgments (or settlements to which Indemnifying Party consents) associated with such Claims and the Indemnified Parties may join in their own defense with counsel of their choice at their own expense. "**Claims**" means any action, cause of action, claim, demand, cost, liability or damages (including attorneys' fees) that (a) in the case of Platinum Advisor, arise out of or relate to Platinum Advisor's

participation in the Program at the Platinum Membership level or any breach of warranties or other violation of this Agreement by Platinum Advisor, and (b) in the case of Concur, arise out of or relate to the Concur Marks and Licensed Materials in their unmodified forms as provided by Concur.

9. **Relationship of Parties.** Platinum Advisor and Concur are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Platinum Advisor will have no authority to make or accept any offers or representations on Concur's behalf. Platinum Advisor will not make any statement, whether on Platinum Advisor's website or otherwise, that reasonably would contradict anything in this Section 9.
10. **Disclaimer of Warranty.** CONCUR PROVIDES THE PLATINUM MEMBERSHIP LEVEL OF THE PROGRAM, INCLUDING BUT NOT LIMITED TO THE CONCUR MARKS, LICENSED MATERIALS, ANY OTHER APPLICABLE CONCUR PROPERTY, AND ANY PROGRAM PORTAL THAT MAY EXIST AS OF THE EFFECTIVE DATE OR IN THE FUTURE, "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONCUR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE CONCUR SERVICE, THE PROGRAM, THE CONCUR PROGRAM PORTAL (IF ANY), AND ALL OTHER APPLICABLE CONCUR PROPERTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAW, INCLUDING WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS WITH RESPECT TO VALIDITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, FUNCTIONALITY, PERFORMANCE, ACCURACY, BENEFITS, OR AVAILABILITY AND (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WILL CONCUR BE LIABLE TO PLATINUM ADVISOR OR TO ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH PLATINUM ADVISOR FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE CONCUR SERVICE, THE PROGRAM, THE CONCUR PROGRAM PORTAL (IF ANY), OR OTHER APPLICABLE CONCUR PROPERTY.
11. **LIABILITY LIMITATION; PLATINUM ADVISOR'S EXCLUSIVE REMEDY.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF SECTION 8 OR A BREACH OF SECTION 6 OR SECTION 3.2, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES GREATER THAN THE AMOUNT PAID IN REFERRAL FEES HEREUNDER. IN ADDITION, EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF SECTION 8 OR A BREACH OF SECTION 6 OR SECTION 3.2, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR PLATINUM ADVISOR'S PARTICIPATION IN THE PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES UNDER THIS SECTION 11 IS INDEPENDENT OF PLATINUM ADVISOR'S EXCLUSIVE REMEDY PROVIDED BELOW AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) NEGLIGENCE, OR (iv) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF PLATINUM ADVISOR IS DISSATISFIED WITH THE PLATINUM MEMBERSHIP LEVEL OF THE PROGRAM OR ANY RELATED BENEFITS, THE CONCUR MARKS, OR THE LICENSED MATERIALS, OR IF PLATINUM ADVISOR DOES NOT AGREE WITH ANY PART OF THIS AGREEMENT OR HAS ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST CONCUR WITH RESPECT TO THIS AGREEMENT OR THE PROGRAM, THEN PLATINUM ADVISOR'S SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT AND IMMEDIATELY CEASE ALL USE OF THE CONCUR MARKS AND LICENSED MATERIALS.
12. **Arbitration.** In the event a dispute arises in connection with the Agreement, the parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this manner within sixty (60) days after the commencement of such consultation, either party may submit the dispute to the to binding arbitration by a single, independent arbitrator in accordance with and subject to the commercial arbitration rules of the International Chamber of Commerce ("ICC") then applicable. For removal of doubt, any dispute not resolved through the initial mutual consultation process which a party desires to adjudicate shall be resolved exclusively by binding arbitration in accordance with this Section 12. The arbitrator will be selected by the parties' mutual agreement or, failing that within 14 days from the delivery of the original arbitration demand, by the ICC. Part or all of the arbitration may be conducted by telephone or based on written submissions, and will not require the personal appearance of the parties or any witnesses unless otherwise agreed by the parties. The arbitrators' decision shall follow the plain and natural meaning of the relevant documents. The arbitrators will have no power to award damages inconsistent with the Agreement. Any arbitration conducted pursuant to this Section 12 will take place in King County, Washington in the United States unless the parties mutually agree to another location. The arbitration decision shall be final and binding on the parties; the parties agree to be bound thereby and to act accordingly, and the decision may be entered in any court having jurisdiction. Each party will share equally in the cost of the arbitration and shall promptly pay such share to the appropriate party, provided that such costs shall be recoverable by the substantially prevailing party as determined by the arbitrator. When any dispute occurs and when any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under the Agreement. Except as set forth in this section, the parties will bear their own attorneys' fees in any matter or dispute under the Agreement. Nothing in this section shall be deemed to prohibit

or restrict either party from: (a) seeking injunctive relief, or (b) seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of the Agreement relating to Confidential Information or proprietary rights. In the event the foregoing agreement to arbitrate is deemed unlawful, void, or for any reason unenforceable with respect to a dispute, then Platinum Advisor agrees that the dispute shall be filed and adjudicated only in the courts located in King County, Washington in the United States and Platinum Advisor hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

13. **Compliance and Audit.** Upon request from Concur, Platinum Advisor will certify and warrant its compliance with this Agreement and all other terms and conditions of the Program. During the term of the Agreement and for one (1) year thereafter, Concur will have the right to cause a reasonable audit and/or inspection to be made of Platinum Advisor's applicable records in order to verify Platinum Advisor's certification of compliance with all terms and conditions of this Agreement and the Program. Any such audit will be conducted by Concur corporate internal audit or an independent professional selected by Concur. Platinum Advisor agrees to provide Concur's designated audit or inspection team access to the relevant records. Except as specified in the next sentence, Concur will be responsible for all costs and fees related to such audits. If such audit reveals that Platinum Advisor has breached this Agreement, made a false or incomplete certification of its compliance, or taken any improper action to generate Referral Fees or other benefit to Platinum Advisor, then in addition to promptly refunding any Referral Fees or other benefits received from or on behalf of Concur, Platinum Advisor will be responsible for all costs and expenses incurred by Concur in conducting such audit, including, but not limited to, any amounts paid to any auditor or attorney.

14. **General.**

14.1. Governing Law; Language. The Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of Washington in the United States, without regard to conflict of laws principles. The parties agree that the Agreement and the transactions contemplated therein shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

14.2. Assignment. Platinum Advisor may not assign this Agreement, in whole or in part, (including by operation of law), without the prior written consent of Concur (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, Platinum Advisor may assign this Agreement without the consent of Concur in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Platinum Advisor's assets not involving a direct competitor of Concur. Any purported assignment in violation of this section shall be void.

14.3. Notices. Except as otherwise specified in this Agreement, all notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, and postage prepaid. 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 courier or by the postal service on any return receipt card shall be conclusive evidence of receipt. Notices also may be sent by facsimile transmission, which shall be deemed received when transmitted if: (i) a document is electronically generated by the transmitting machine confirming that the transmission was received; and (ii) the party transmitting the notice also sends such notice the same day by any of the other notice methods described above. Any party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

14.4. Interpretation. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. Except as expressly stated herein, this Agreement constitutes the entire agreement between Platinum Advisor and Concur with respect to the Platinum Membership level of the Program and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Platinum Advisor and Concur with respect to the Platinum Membership level of the Program. The section titles in the Agreement are solely used for the convenience of the Parties and have no legal or contractual significance.

15. **Promotions.**

15.1. For each Qualified Lead submitted pursuant to Section 4.2.1 of the Agreement between June 1, 2014 and September 30, 2014, which results in a Qualified Transaction (as defined in Section 4.2.2) that closes on or before October 31, 2014, the Referral Fees for each Qualified Transaction shall be calculated at thirty percent (30%), instead of twenty percent (20%), of the Net Recurring Revenue (as defined in Section 1.12) earned by Concur under that Qualified Transaction during the Initial Referral Period (as defined in Section 4.2.3).

15.2. Platinum Advisor agrees that its employees may participate in incentive programs held by Concur from time to time that include the award of individual gift cards for Qualified Transactions meeting certain criteria, meetings arranged with

Concur, or other designated eligibility criteria. Platinum Advisor or the individual employee participants are solely responsible for any taxes applicable to the receipt of such gift cards.

Attachment 1

Restrictions on Content

The pages on Platinum Advisor's website will not contain the following restricted content:

- Guns.
- Nudity and pornography.
- Content promoting illegal activity, including, but not limited to, illegal gambling or illegal contests, pyramid schemes or chain letters or the sale of illegal goods or services.
- Potentially defamatory, slanderous, libelous or hate content.
- Profanity.
- Unattached body parts.
- Violations of a third party's intellectual property rights (including trademark or copyright infringement), or rights of publicity or privacy.
- Misleading or fraudulent content.
- Violent, bigoted, hate-oriented content.
 - a. Platinum Advisor may not be associated with content related to religious or political affiliations. Adult content, Alcohol, tobacco, firearms, Defamatory/unlawful content, Gambling, Hate speech, Suffering/violence, Illegal activity, Illegal contest, pyramid schemes, Profanity, Sites for kids, Unaccredited universities or is negative, defamatory to the advertiser or otherwise places the advertiser in a negative light.
 - b. Platinum Advisor will not modify or customize, and will use provided as-is, any "Concur Content" that includes banners, keyword copy, linking code and editorial approved and provided by Concur for display on Platinum Advisor's website through the use of a link supplied by Concur.
 - c. Behavior and other Tactics Platinum Advisor is not allowed to do:
 - use co-registration, pop-ups/pop-under, and telemarketing as marketing tactics;
 - attempt to promote any offer directly or indirectly through the use of adware, spyware or any other application that requires any sort of client side installation, including, but not limited to, applications, executable files, browser or other application plug-ins, toolbars and/or extensions;
 - engage in the practice of "cookie stuffing" with the intent to manipulate Platinum Advisor merchants' tracking systems to conclude that a user has clicked through a tracking link (and to pay commissions accordingly) even if the user has not actually clicked through any such link;
 - offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any coupon, discount or other benefit) for using the qualifying links or any Concur keywords to access the Concur site (e.g., by implementing any "rewards" program for persons or entities who use their qualifying links or Concur keywords to access the Concur site), or utilize any promotion code or other promotional opportunity in connection with the program that has not been approved in advance by Concur in writing;

- read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to Concur by any person or entity;
- in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Concur site;
- engage in application, purchase or other transactions of any kind on the Concur site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so;
- take any action that could reasonably cause any customer confusion as to Concur's relationship with Platinum Advisors, or as to the site on which any functions or transactions (e.g., search, order, browse, etc.) are occurring, including, without limitation, including any Concur marks or misspellings or variations thereof in any domain names, URL's, or metatags used in connection with an Platinum Advisor's site or content;
- post or serve any advertisements or promotional content around or in conjunction with the display of the Concur site (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorize, or encourage any third party to take any such action;
- attempt to artificially increase commissions or other compensation from any source by manipulating the apparent traffic flow to the Concur site or by engaging in (or requesting or encouraging a third party to engage in) spurious applications, purchases or other transactions on the Concur site; and
- attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert commissions from, any website that participates in the program.