

Coupa Open Business Network Terms of Use

Last Updated: May 17, 2023

Welcome to the Coupa Open Business Network. These Terms of Use govern your ("You" or "Your") participation in the Coupa Open Business Network ("Network") which is a technology platform offered by Coupa Software, Inc. and affiliates ("Coupa"). References to You or Your in these Terms of Use mean the Supplier or its users, as appropriate.

1. Coupa offers to its customers ("Customers") a business spend management technology platform, including procurement, invoicing, data analysis, and other services and associated content, developed, operated, and maintained by or on behalf of Coupa ("Coupa Service"). Additionally, Coupa offers certain services to suppliers ("Suppliers"), such as participation in the Network and Early Payment Transactions (defined below) as set out in the signup process or as agreed between You and Coupa in writing from time to time ("Supplier Services", and together with the Coupa Service, the "Service"). You wish to be listed in the Network as a potential or current supplier to Customers that use the Coupa Service. If You are using the Service on behalf of a business or entity, You represent and warrant to Coupa that (a) You have authority to bind that business or entity to these Terms of Use and to act on behalf of that business or entity and (b) the business or entity accepts these Terms of Use. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU ARE SUBJECT TO, BOUND BY, AND WILL COMPLY WITH THESE TERMS OF USE. BY USING THE SERVICE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SERVICE.
2. By agreeing to use the Service, including Early Payment Services (defined below), you agree that Coupa may (i) contact you through digital marketing channels for the purpose of promoting, marketing and/or executing the Service, including the Early Payment Transactions; (ii) identify You to Customers and Financiers (as defined below) as a potential participant in the Service, including Early Payment Transactions; (iii) store Your payment, banking and other information including invoice data and use this information to facilitate the Service, including Early Payment Transactions; and (iv) improve the quality of data by consolidating and standardizing it, and verifying and enriching the information provided from other sources for the purpose of providing better services for You and Customers.
3. **Coupa reserves the right, at its sole discretion, to change these Terms of Use, at any time. The revised version will be effective at the time Coupa posts it. It is Your responsibility to check these Terms of Use periodically for changes. Your continued participation in the Network and use of the Service following the posting of changes will mean that You accept and agree to the changes.** Coupa last amended these Terms of Use on the date stated above. However, if the revised version includes a material change, it will be effective 30 days after the material changes are initially posted. Coupa will make reasonable endeavors to notify You of such material changes through the Service prior to the expiration of such 30-day period. As long as You comply with these Terms of Use, Coupa grants You a non-exclusive, non-transferable, non-sublicensable limited privilege to be a member of the Network and to use the Service. COUPA RESERVES THE

RIGHT TO IMMEDIATELY REMOVE YOU FROM THE NETWORK AND TERMINATE YOUR USE OF THE SERVICE IN ITS SOLE DISCRETION UPON NOTICE TO YOU (EMAIL ACCEPTABLE).

4. You represent and warrant the following: (i) You are and shall remain in compliance with all laws and regulations that apply to Your participation in the Network and Service; and (ii) information that You provide to Coupa or upload to the Service is accurate and that you are responsible for keeping the Information (as defined below) current. You acknowledge that Coupa and Customer are entitled to rely on the accuracy of Your information that You provide to Coupa and/or upload to the Service, including Your payment and banking information. Neither Coupa nor Customer are responsible for any erroneous, misapplied, or misrouted payments resulting from errors or unauthorized payment information changes within Your profile within the Service.
5. Each party shall continue to own all right, title, and interest in its intellectual property and materials associated with these Terms of Use. Additionally, neither party provides any license to its intellectual property or materials except as set forth herein. You hereby grant to Coupa a worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, non-exclusive, and transferable (to an affiliate or successor) license to store, reproduce, display, and use any information provided or shared by You in connection with the Services (“**Information**”) (i) for including You in the Network and to provide Information on or about Your products and services as part of the Service, (ii) for making improvements to the Service, (iii) for developing and offering new products or services, and/or (iv) for any other legitimate business purposes. Any modifications, enhancements, or derivatives developed by Coupa from Your Information, as well as any analytics derived from Your use of the Services, shall be the sole and exclusive property of Coupa, together with all intellectual property and other rights therein. All Information collected, used, and disclosed will be in line with our [Privacy Policy](#).
6. You shall not submit, upload, email, post, or distribute or otherwise publish through the Service any material which: (i) disrupts the normal flow of dialogue and/or exchange within the Service, including posting or otherwise transmitting material that is not related to the subject at issue or otherwise restricts or inhibits any other user from using and enjoying the Service; (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, hateful, sexually explicit, or indecent; (iii) constitutes or encourages conduct that would constitute a criminal offense, potentially give rise to civil liability, or otherwise violate the local, state, or national laws of any country; (iv) violates, plagiarizes, or infringes the rights of a third party; (v) contains a virus, worm, Trojan horse, or other harmful component; (vi) contains solicitations or advertisements of any kind; (vii) constitutes or contains false or misleading indication of origin or statement of fact; or (viii) contains chain letters or pyramid schemes or other deceptive and/or fraudulent information.
7. You represent and warrant that You are and shall remain in compliance with all applicable laws and regulations related to (a) export controls; (b) any economic or financial sanctions or restrictions or trade embargoes imposed, administered, or enforced from time to time by (1) the Office of Foreign Assets Control of the US Treasury Department, the US State Department, or any other agency of the US government, (2) the United Nations, (3) the European Union or any member state thereof, or (4) the United Kingdom; and (c) anti-bribery and corruption.

8. Coupa makes no warranty, express or implied, with respect to the content, information, or services provided through, or in conjunction with, the Service. Coupa makes no guarantee of and disclaims any liability arising from the accuracy, correctness, legality or completeness of any information in the Service, and shall not be responsible for: (i) any errors of omission arising from the use of such information; (ii) any failures, delays or interruptions in the delivery of any content or service provided by the Service; and (iii) any defamatory, libelous or unlawful material provided by or in the Service, including without limitation resumes, emails, profiles, opinions, advice, statements, memorandums or discussion board postings, or materials related to users' use of the Service. You acknowledge that any reliance upon any such information shall be at Your sole risk. Coupa has the right, but not the obligation, to correct any errors or omissions in any portion of the Service or update any information contained in the Service.
9. Coupa is neither involved in nor is it a party to any transaction between any parties who use the Service. Coupa's principal role is merely to connect Customers with suppliers in the Network using information provided by Customers, You and other suppliers. Coupa does not control and has no responsibility for the behavior of or the information provided by Customers, You and other suppliers. You agree and acknowledge that Coupa has no control over its Customer's decision to conduct or complete a transaction with You or share Your information with a third party through the Service. Accordingly, You shall defend, indemnify and hold Coupa harmless against any expense, liability, loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Coupa by a third party arising from or relating to (i) a dispute between You and Your customers arising from Your use of the Service to exchange information or conduct business with such customer; (ii) Your Information; (iii) Your violation or breach of these Terms of Use; and/or (iv) Your use of any products available on the Early Payment Platform. Your indemnity obligations are subject to the following: (x) Coupa shall promptly notify You of any Claims; (y) You shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that You may not settle any Claim that requires Coupa to admit any civil or criminal liability or incur any financial obligation without Coupa's prior written consent, which consent shall not be unreasonably withheld); and (z) Coupa shall reasonably cooperate to the extent necessary at Your cost in such defense and settlement.
10. THE SERVICE IS PROVIDED ON AN "AS AVAILABLE" AND "AS IS BASIS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL COUPA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE AND/OR AND EARLY PAYMENT PLATFORM, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICE OR THE EARLY PAYMENT PLATFORM FUNCTIONALITY, OR OTHERWISE ARISING OUT OF THE USE OF SAME, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COUPA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ANY ADDITIONAL DISCLAIMERS APPEARING WITHIN THE SERVICE AND/OR EARLY PAYMENT PLATFORM FUNCTIONALITY ARE INCORPORATED HEREIN BY REFERENCE. TO THE EXTENT PERMITTED BY LAW, COUPA'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL EXCEED THE AMOUNTS ACTUALLY TEN THOUSAND USD (\$10,000). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

11. In issuing certain electronic invoices to Customers using one of Coupa's global electronic invoicing solutions ("**e-invoicing**"), the following terms apply:
- a) To the extent a Customer is using e-invoicing, You authorize Coupa to (i) create electronic invoices on Your behalf based on invoice data provided by You, and (ii) send such invoices to Your Customers. Subsequently, You explicitly agree to refrain from creating and sending Your own invoices for these transactions outside of the Services or to attach any invoice images to the Coupa transaction.
 - b) The Network currently provides tax invoicing functionality allowing Coupa to issue invoices on Your behalf to facilitate the legal evidence that may be needed by tax auditors or inspectors in certain countries to demonstrate the identity of the issuer of the invoice and the fact that no changes have been made to the invoice subsequent to its issuance and transmission. Coupa makes no representation as to whether the functionality satisfies the applicable legal requirements regarding VAT or any other indirect tax, and hereby advises You to consult with Your tax adviser, at Your sole expense, on such issues. It is Your responsibility to determine whether the invoice issued by an E-Invoicing Provider constitutes a legally compliant invoice for Your organizational purposes in a specific jurisdiction.
 - c) Coupa and/or its third party provider (collectively, "**E-invoicing Provider**") will electronically process, sign and/or issue invoices, based on the data you provide via a supported technical method offered by Coupa. You authorize the E-invoicing Provider to perform the aforementioned functions in accordance with these terms. All authorizations stated herein are provided for purposes of issuing an invoice on the Network on Your behalf and they do not create any contractual relationships between You and Coupa subcontractors.
 - d) For those countries supported by Coupa, You hereby authorize E-invoicing Provider to receive Your invoice data not yet constituting an original invoice and subsequently apply an electronic signature to the invoice data to issue electronic invoices "in the name and on behalf of" You. You acknowledge and agree (i) that such party will apply such electronic signatures with private keys corresponding to certificates issued by third party certification service providers, (ii) to the procedures for e-invoice issuance as described in this authorization and (iii) that Your e-invoices may include language specifying this outsourced e-invoice issuance relationship.
 - e) For countries supported by Coupa that follow a clearance or similar model, You hereby authorize the E-invoicing Provider to share Your invoice data and other required Information with appropriate governmental agencies.
 - f) You acknowledge and agree that You remain fully responsible for the invoice and its VAT and other tax implications. Among other things, You remain fully responsible for, where relevant, reporting and paying VAT and other applicable taxes as though the invoice were issued directly by You. You remain fully responsible for the invoice data submitted being compliant with applicable law or regulation as to its form and content, complete, accurate, in the form as requested by Coupa and not corrupted by Your systems. You shall not submit such invoice data that under applicable law or regulation may not be used by a third party for issuing invoices "in the name and on behalf of" suppliers.

- g) You hereby acknowledge and agree that issuance of invoices under this authorization is not “self-billing” (the issue of the invoice by the Customer in name and on behalf of You), and therefore is not subject to applicable legal requirements for self-billing. You hereby acknowledge and agree to present the activities performed under these Terms of Use to tax authorities as straight invoicing from You to Your Customer, whereby issuance of the invoice is outsourced to the E-invoicing Provider.
- h) You acknowledge that You are solely responsible for the legal archiving of all invoices created using e-invoicing.

12. Early Payment Services.

- a) For purposes of this section:

1. “**Early Payment Services**” refers to the Services provided to You by Coupa that facilitates Dynamic Discounting (defined below), Static Discounting (defined below), Trade Financing (defined below), and similar financing and/or discounting transactions (“**Early Payment Transactions**”) between You, Financiers and Customers.
2. “**Dynamic Discounting**” is a program that may be presented by a Customer to You where You offer a discount on an approved invoice, at any time before the payment due date, in return for an early payment (“**Early Payment**”). “**Dynamic Discounting Transactions**” are transactions where You offer a discount to the face value of an invoice given to Your Customer in return for an early payment.
3. “**Static Discounting**” is a program that allows You to request an Early Payment from a Customer at the time of creation or submission of the invoice. “**Static Discounting Transactions**” are transactions where You request an Early Payment from a Customer at the time of creation or submission of the invoice.
4. “**Trade Financing**” refers to programs (such as supply chain finance and accounts receivable finance) offered by Financiers, whereby enrolled Suppliers are able to obtain payment of invoices in advance of the invoices’ expected due date.
5. “**Financier**” refers to a bank, non-bank financial institution or a payment provider that finances Early Payment Transactions.

- b. When using any Early Payment Services, provided You have elected to offer a discount in return for an early payment on your invoice, then You authorize Coupa to alter agreed upon payment terms for Your invoices provided to Customers. Additionally, You acknowledge and agree that Coupa is not involved in, nor is it a party to, any Early Payment Transaction between You and Customers, or You and a Financier, and that the Early Payment Services merely facilitate Early Payment Transactions between You, Financiers, and Customers. Coupa does not have any beneficial interest in the Early Payment Transactions, including discounts, or related invoices except to the extent of applicable service fees payable to Coupa by You, Financiers, and/or Customers. For the avoidance of doubt, Coupa does not provide any payment processing, funds transfer, or

related payments services in connection with Early Payment Transactions. You further acknowledge and agree that availability of the Early Payment Transactions to You will vary by Customer and/or Financier, including the specific terms and conditions of such Early Payment Transactions, and that Coupa has no control over (i) its Customer's decision to share Your Information with a Financier to determine your eligibility for Early Payment Transactions, and (ii) Customer's and/or Financier's decision to offer Early Payment Transactions to You through the Network. It is at the sole discretion of the Customer or the Financier to accept Your discount offer for Early Payment Transactions.

- c. You acknowledge and agree that the effect of using the Early Payment Services may result in Customer and You, or Financier and You varying any agreed upon payment terms solely related to invoices between you and Customers, and You agree to an Early Payment of Your invoice in exchange for a discount on the invoiced amount through the Network.
 - d. You understand that Coupa will share financial information, Early Payment Transaction information and other relevant information with Customers who desire to use the Early Payment functionality and with Financiers. Coupa may contact You and Your employees through email, the Internet, the Coupa supplier portal, social media and other marketing channels, to obtain information about You and to promote, market or advertise the Service. You agree to (i) provide true, accurate, current, and complete information about You, (ii) not misrepresent Your identity, and (iii) keep Your information up to date and accurate.
 - e. You agree to accept the Early Payment in full and final settlement of any invoice that is subject to an Early Payment Discount, and you agree that such acceptance of the Early Payment discharges and satisfies in full any amount claimed under such invoice. You hereby waive Your rights to claim the amount specified in such invoice in return for the Early Payment. You also acknowledge and agree that Customer is a third-party beneficiary of this Section 12.e and Customer may enforce the provisions contained herein.
 - f. Under applicable tax laws or regulations, You may be required to post an adjustment to tax records in connection with a Dynamic Discount Transaction, such as a credit note or similar notification to customers of a reduction to an invoiced amount (a "**Credit Note**") in order to comply with local VAT/GST/indirect tax regulations governing early-payment discounts. Although the Coupa Pay platform provides the functionality to generate a report of discounted invoices, and to create and post Credit Notes electronically, a Credit Note is not generated automatically in connection with an Early Payment Transaction. **It is Your responsibility to determine whether any VAT/GST/indirect tax adjustments are required in connection with a Dynamic Discounting Transaction under applicable tax laws, and to post adjustments and submit Credit Notes to the customer and/or applicable tax authority as required by law.** You are encouraged to consult with a tax advisor at your cost to determine your legal obligations with respect to VAT/GST adjustments and postings.
13. Suppliers who establish a punchout site with Customer(s) to enable a connection between the Customer and the supplier's website ("**Punchout Supplier**") may be eligible, at Coupa's discretion,

to be included in the Coupa Open Buy Program (the "**Program**"). More information is available upon request. Notwithstanding anything to the contrary, by participating in the Program or otherwise accessing or using this site, Network or the Service, Punchout Supplier irrevocably grants Coupa and its affiliates all rights and licenses necessary and/or useful to reproduce and display within the Service Punchout Supplier content (including Punchout Supplier products and/or descriptions), data, pricing, and/or trademarks and service marks that are otherwise available to Customer(s) via the site enabled in the Customer's instance of the Service. For clarity, all rights to the trademarks and/or service marks and associated goodwill included in the Service belong to the respective owners of those trademarks and service marks.

14. If You are principally domiciled in the United States, these Terms of Use shall be governed by the laws of the State of California and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any disputes, actions, claims or causes of action arising out of or in connection with these Terms of Use, the Network or Service ("**Dispute**") shall be finally settled by arbitration in San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. However, if you are principally domiciled outside the United States, these Terms of Use shall be governed by the laws of England and Wales and any Dispute shall be subject to the exclusive jurisdiction of the courts located in London, England (and the parties hereby consent to jurisdiction and venue in such location).
15. Notices to Coupa under these Terms of Use shall be sufficient only if in writing and transmitted via email or personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to Coupa Software, Inc., 1855 S. Grant St., San Mateo, CA 94402. Attention: Legal Notices with electronic copy to legalnotices@coupa.com.
16. These Terms of Use contain the entire understanding between You and Coupa with respect to the Network, Service, Early Payment Services, and Early Payment Transactions. These Terms of Use supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Coupa with respect to the Network, Service and Early Payment Services. Any rights not expressly granted herein are reserved.