

SAP Concur-Service Description Guide

Standard and Professional Editions

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SAP Concur-Service Description Guide

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, "Concur" or "SAP Concur") to its customers (each, a "Customer") using 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.

1.1 Service names

All undefined capitalized terms herein 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 (Professional Edition only)
- Invoice Processing
- Extended Service Modules

The Services and Extended Services are described more fully below.

If a Service had a previous or additional Service name or spelling, those names are listed in the *Additional Service Names* section of the guide.

1.2 Transactions

For many Services, the fee structure is based on transactions. The definition of "transaction" for each Service is provided in the *Agreement Definitions and Transactions* section of this guide.

1.3 Service availability

Each Service described in this guide is available with Standard Edition and Professional Edition unless otherwise stated. The Professional Edition information in this guide also applies to Premium, which is an implementation type based on Professional Edition.

2 Travel & Expense

2.1 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.



2.2 Smart Expense

Travel & Expense includes our Smart Expense™ capability, which uses 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 prepopulate 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 uses 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 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 (that is, Imaging), and transaction data analysis and reporting (that is, Concur Analysis or
 Analytics Essentials, depending on the Customer's configuration of the SAP Concur Service).
- Provision of secure data interface so that the Customer can import to or export from its back-office financial and human resource systems.
- Support of electronic payment of corporate card expenses, including support of the Customerperformed 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 or Analytics Essentials (depending on the Customer's
 configuration of the SAP Concur Service), the web-based, ad-hoc query and formatted report
 authoring that includes single sign on from within the SAP Concur Home 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 the 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 they enhance the overall user experience to support the Service. IPM can be based on Customer Data and can be targeted to increase effectiveness. IPM is a fixed component of the product design of SAP Concur web and mobile applications. If directed by the Customer, emails that complement IPM messaging can be provided by SAP Concur to users for the Customer.

- SAP Concur's implementation services described in the applicable Implementation Description Guide
 (or Activation Description Guide, as applicable) for the initial activation of SAP Concur's Travel
 service for the Customer.
- SAP Concur's Support Policy for the Services described in this guide in support of Travel & Expense provided to the Customer.
- SAP Concur's service-level commitments described in this guide for Travel & Expense.

3.2 Concur Analysis or Analytics Essentials

Expense includes one of the two following features, depending on the Customer's configuration of the SAP Concur Service. Each feature consists of basic reporting functionality as follows.

3.2.1 CONCUR ANALYSIS

Concur Analysis consists of the following:

- Web-based, ad-hoc query and formatted report authoring functionality that includes single sign on from within the SAP Concur Home 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 guide in support of Concur Analysis provided to the 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: Five (5) named users that have access to Query Studio for report creation and access to run and edit prebuilt reports.
- Consumer: Up to ten (10) named users to be assigned Consumer access by an Authorized
 Administrator to run prebuilt 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 prebuilt
 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.



3.2.2 ANALYTICS ESSENTIALS

Analytics Essentials is available only with the Standard Edition of the Service. It consists of the following:

- Web-based, ad-hoc dashboard and formatted report functionalities that include single sign on from within the SAP Concur Home 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 Analytics Essentials over the Internet through use of personal computers and web browsers that meet the minimum requirements of Analytics Essentials.
- SAP Concur's Support Policy for the Service described in this guide in support of Analytics Essentials provided to the Customer.

User roles control access to Analytics Essentials, enabling the Customer to assign named users to the various functions of Analytics Essentials. The roles provided as part of Analytics Essentials include:

- Reporting Role: Analytics Essentials allows an unlimited number of users to be assigned Reporting Role access by the Authorized Administrator to run standard queries and reports provided by SAP Concur.
- Manager Role: All managers designated in the Service by the Customer are provided access to standard queries and reports provided by SAP Concur. A designated manager is limited to accessing only the data that applies to the users configured as such manager's direct and indirect reports.

3.3 SAP Concur mobile app

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

3.3.1 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 Expenselt extended service.

3.4 Training

Training services for the Expense service for the 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, or Analytics Essentials and Analytics, subject to the Customer's configuration of the SAP Concur Service.



Additional training can be provided for an additional charge.

4 Travel

4.1 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 TripIt account.
 The itineraries synchronize with any changes or updates without the need to send emails directly to TripIt.
- 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 they enhance the overall user experience to support the Service. IPM can be based on Customer Data and can 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 the Customer, emails that support IPM messaging can be provided to users by or on behalf of SAP Concur.
- SAP Concur's implementation services described in the applicable *Implementation Description Guide* (or *Activation Description Guide*, as applicable) for the initial activation of SAP Concur's Travel service for the Customer.
- SAP Concur's Support Policy for the Services described in this guide in support of SAP Concur's Travel & Expense service provided to the Customer.
- SAP Concur's service-level commitment described in this guide for SAP Concur's Travel & Expense service.



4.2 SAP Concur mobile app

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

4.3 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 Overview

Concur Request – Standalone is available only with the Professional Edition of the Service.

If available and ordered by the Customer, 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 the <u>Concur Analysis or Analytics Essentials</u> section above).
- SAP Concur's implementation services described in the applicable Implementation Description Guide
 (or Activation Description Guide, as applicable) for the initial activation of Concur Request service for
 the Customer.
- SAP Concur's Support Policy for the Services described in this guide in support of the Travel & Expense Service provided to the Customer.
- SAP Concur's service-level commitments described in this guide for the Travel & Expense Service.



5.2 SAP Concur mobile app

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

5.3 Training

Training services for the Concur Request – Standalone service type for the 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 Overview

The Invoice Processing service type consists of the following:

- Functionality that automates vendor payment request preparation, capture, routing, approval, and payment processing.
- PO matching is available only with the Professional Edition of the Service.
- 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 or Analytics Essentials (depending on the Customer's
 configuration of the SAP Concur Service) for transaction data analysis and reporting (as described in
 the Concur Analysis or Analytics Essentials section above).
- SAP Concur's implementation services described in the applicable Implementation Description Guide
 (or Activation Description Guide, as applicable) for the initial activation of SAP Concur's Travel
 service for the Customer.
- SAP Concur's Support Policy for the Services described in this guide in support of Invoice Processing.
- SAP Concur's service-level commitment described in this guide for Invoice Processing Services.

6.2 Invoice ACH Payments

Invoice Processing includes Invoice Payments, which consists of the SAP Concur process of drawing funds by direct debit from the Customer's bank account to an SAP Concur account to schedule payment to the 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).



6.2.1 SAP CONCUR'S PERFORMANCE

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

- Receiving each Invoice Payment Request from Invoice Processing.
- For USD, initiating on the 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 the following:
 - Sufficient funds are received via the ACH Debit described above to effect full payment under such Invoice Payment Request
 - The debited funds are deposited and cleared into the SAP Concur Bank Account.

SAP Concur may at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur has 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 the Customer's behalf) a credit transfer to the specified Receiving Bank Accounts that corresponds to a given Invoice Payment Request after SAP Concur's Bank confirms to SAP Concur the following:
 - Sufficient funds are received via a direct debit transaction from the Customer's designated funding account to effect full payment under such Invoice Payment Request
 - The debited funds are deposited and cleared into the SAP Concur Bank Account.

SAP Concur may at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur has 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 the Customer all Invoice Payments that SAP Concur can process, and notifying the Customer of all Invoice Payments for which SAP Concur is unable to initiate payment.
- Reversing or stopping payment, in its discretion or at the Customer's written request, any Invoice Payment in the event of an error, such as the following:
 - o Duplication of a previously initiated Invoice Payment
 - o An Invoice Payment initiated to an unintended recipient
 - 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 the Customer's requests for reversals and stop payments, it does not control the reversal and stop-payment process and cannot guarantee results.

 SAP Concur is liable for any Invoice Payment made due solely to an SAP Concur error that is not in accordance with an Invoice Payment Request or otherwise approved by the Customer. Such SAP Concur liability is contingent on the 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 is not 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 is responsible
 for any damages arising from any decision to withhold or delay originating Invoice Payments or
 effecting scheduled Invoice Payments in any of the following situations:
 - After reasonable efforts to verify such entries by the required security procedure have failed
 - When damages are due to the Customer's creditworthiness
 - When damages are due to the Customer's failure to timely deliver funds to SAP Concur for fully funding an Invoice Payment Request

6.2.2 CUSTOMER'S PERFORMANCE

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

- For USD, the Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on the Customer's behalf, ACH Debits and ACH Credits for each applicable Invoice Payment Request, including:
 - Initiating ACH Debits to the Customer Bank Account to fully fund applicable Invoice Payment Requests in accordance with the Payment Schedule
 - Initiating ACH Credits to the specified Receiving Bank Accounts that correspond to a given Invoice Payment Request
- The Customer is responsible for the following:
 - Providing the Customer Bank Account at Customer's Bank for Invoice Payments
 - Specifying Payment Terms that determine the Invoice Payment Schedule for Invoice Payments to it Suppliers
 - Providing written information in a form approved by SAP Concur for SAP Concur and SAP Concur's Bank, as applicable, to perform Invoice Payments
 - Obtaining (and providing to SAP Concur) written authorization from the 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 (the Customer is responsible for the actions of the Customer's Bank pursuant to such authority)
 - Obtaining all necessary and appropriate authorizations from each Supplier (a "Supplier
 Authorization") before 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 the Customer representatives in inputting Supplier bank account, as well as any additional data to be provided with a payment, into Invoice Payments and to ensure 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 the Customer and will have the right to deny additional Invoice Payments until the Customer fully reimburses SAP Concur for any Invoice Payments settled before 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 that is returned because of insufficient or uncollected funds or for any other reason) on demand, plus the following amounts as liquidated damages and not as a penalty:
 - An overdraft fee equal to one percent (1%) of the deficiency
 - Interest on the deficiency at rate of one and one-half percent (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 an SAP Concur Bank Account)
- Notifying the 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, the Customer is the originator of all ACH Debits and ACH Credits under Invoice Payments. As such, the Customer represents, warrants, and covenants that all Suppliers have authorized entries to their bank accounts and that the 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, the Customer unconditionally promises to pay the amount of such debit on demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into an SAP Concur Bank Account).

6.2.3 ADDITIONAL TERMS

Additional terms are shown below.

Both parties agree to:

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- Comply with all applicable NACHA rules and all applicable laws in connection with Invoice Payments
- Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities, associated with Invoice Payments
- Take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities
- The 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 is 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 the
 Customer of any such action and the reasons for it.
- Invoice Payments are available only for so long as SAP Concur determines that the Customer is creditworthy, and provided that the Customer completes all prerequisites for Invoice Payments.



6.2.4 DEFINITIONS

For purposes of Invoice Payments, the following terms 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.
- "Customer Bank Account" means the Customer account at the Customer's Bank identified to SAP Concur by the 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.
- "Customer's Bank" means the financial institution located in the United States identified to SAP Concur by the Customer as the financial institution at which the Customer maintains the Customer Bank Account.
- "Invoice Payment Request" means, for each transfer of funds from the Customer Bank Account, the amount of Invoice Payments identified by the 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 of the following:
 - The Customer's failure to provide sufficient funds to fully cover any Invoice Payment Request debited to the Customer Bank Account on any given day
 - The rejection or return, whether for insufficient funds or otherwise, of an ACH Debit drawn against the Customer Bank Account to fund an Invoice Payment Request
- "SAP Concur Bank Account" means an SAP Concur account at SAP Concur's Bank through which Payments may be processed by SAP Concur under Invoice ACH Payments.
- "SAP Concur's Bank" means the financial institution identified by SAP Concur to initiate Reverse Wires, and ACH debits and credits under Invoice ACH Payments, which SAP Concur may change from time to time at its discretion.
- "Supplier" means a Supplier of the Customer identified to SAP Concur by the Customer as eligible to
 receive Invoice Payments in the amounts identified by Invoice Processing to be paid to such Supplier
 under Invoice ACH Payments.
- "Supplier Bank Account" means a Supplier account at the Supplier's Bank identified to SAP Concur by the 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's Bank" means the financial institution located in the United States identified to SAP
 Concur by the Customer as the financial institution at which a Supplier maintains its Supplier Bank
 Account.



6.3 Training

Training services for the 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 Overview

The extended service modules are a collection of value-added services that can be ordered for an additional fee. Subject to the Customer's configuration of the SAP Concur Service, these services consist of the following if and when ordered under an Agreement. The Extended Services are as follows:

- Concur Business Intelligence
- Audit Services
- Guaranteed Compliance Service
- Expense Pay
- Budget Insight (Professional Edition only)
- Risk Messaging Add-on
- User Support Desk
- Service Administration
- Expenselt®
- TripLink[®]
- Concur Request Add-on (Professional Edition only)
- Central Reconciliation (Professional Edition only)
- Invoice Management
- Company Bill Statements (Professional Edition only)
- Connectors and Web Services
- Client Web Services
- Japan Public Transport Module (Professional Edition only)
- Drive
- Concur Locate Add-on
- Active Monitoring Add-on
- Extract Services (Professional Edition only)
- Concur Detect

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- Analytics (Standard Edition only)
- Budget
- Concur FAVR by Motus
- Managed Rate Administration (Professional Edition only)
- 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 with the Professional Edition of the Service), or Invoice Processing service types for an additional fee, provided the Customer is using Concur Analysis. The Concur Business Intelligence module includes the following extended service options, which can be individually ordered.

7.2.1 INTELLIGENCE

The availability of the Intelligence service is subject to the Customer's configuration of the SAP Concur Service. If available and ordered by the Customer, the Intelligence service allows for extended reporting functionality beyond the scope of the standard reporting functionality (that is, 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 Home 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 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
- SAP Concur's Support Policy for the Services described in this guide in support of Intelligence provided to the 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:** Ten named users with access to Cognos Report , for highly advanced report creation, and access to Query Studio.
- **Business Author:** 20 named users who have access to Query Studio for report creation and access to edit and run prebuilt reports.
- Consumer: Up to 40 additional named users to be assigned Consumer access by the Customer's Authorized Administrator to run prebuilt 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 prebuilt
 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 MANAGED REPORTING

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

- Creating report transactions, based on the number of report transactions purchased by the Customer. Each report transaction purchased cannot exceed a maximum of eight (8) hours of development by SAP Concur. A report transaction can 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.
 - Assisting with the setup of periodic automated report scheduling and bursting tailored content for report recipients
- Providing the access described above to respond to service requested by the Customer by telephone and email, Monday through Friday from 9 a.m. to 5 p.m. of the SAP Concur representative's applicable time zone, excluding SAP Concur holidays.
- Perform the above service by telephone, email, and the SAP Concur Support Portal in the following languages: English, Spanish, Portuguese, French, German, Italian, Russian, Mandarin, Korean, and Japanese.

7.2.3 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 the functionalities that are applicable to the Intelligence service described above, including user roles
- Access to one or more SAP Concur reporting consultants who are familiar with SAP Concur Intelligence and the Customer's Service configuration to collect travel and expense data. After an



introductory call between the Customer and an SAP Concur reporting consultant, the SAP Concur reporting consultants work with the Customer on an ongoing basis to support the Customer's reporting needs, including:

- Developing a reporting strategy for the Customer's organization
- Reviewing the Customer's travel and expense policy(ies) and making recommendations to use relevant data in achieving the Customer's 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 the 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 the Customer's business cases in respect of its reporting requirements, using resolutions SAP Concur has implemented for other Customers
- Scheduling regular meetings (as needed) to review progress towards goals defined in the Customer's reporting strategy
- Providing the access described above to respond to service requested by the Customer by telephone and email, Monday through Friday from 9 a.m. to 5 p.m. of the SAP Concur representative's applicable time zone, excluding SAP Concur holidays
- Performing the above service by telephone, email, and the SAP Concur Support Portal in the following languages: English, Spanish, Portuguese, French, German, Italian, Russian, Mandarin, Korean, and Japanese

7.2.4 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 one or more SAP Concur reporting consultants who are familiar with SAP Concur
 Intelligence and the Customer's Service configuration to collect travel and expense data. After an
 introductory call between the Customer and an SAP Concur reporting consultant, the SAP Concur
 reporting consultants work with the Customer on an ongoing basis to support the Customer's
 reporting needs, including:
 - Developing a reporting strategy for the Customer's organization
 - Reviewing the Customer's travel and expense policy(ies) and making recommendations to use relevant data in achieving the Customer's goals
 - Conducting 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 the 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 the Customer's business cases in respect of its reporting requirements using resolutions SAP Concur has implemented for other Customers
- Scheduling regular meetings (as needed) to review progress towards goals defined in Customer's reporting strategy
- Providing the access described above to respond to service requested by the Customer by telephone and email, Monday through Friday from 9 a.m. to 5 p.m. of the SAP Concur representative's applicable time zone, excluding SAP Concur holidays.
- Performing the above service by telephone, email, and the SAP Concur Support Portal in the following languages: English, Spanish, Portuguese, French, German, Italian, Russian, Mandarin, Korean, and Japanese.

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 basic receipt substantiation and a verification audit. It consists of the following:

- The audit of selected expense reports submitted through the use of the Service before or after manager approval of the expense report and before user reimbursement or card remittance, including the audit of expense reports identified by the Service for auditing that 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 the 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.

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- Monthly reporting available using Analytics Essentials or Analysis (depending on the Customer's configuration of the SAP Concur Service), Intelligence or Analytics, if ordered and subject to the Customer's configuration of the SAP Concur Service.
- 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, are reported to the Customer as part of an audit report, but do 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 that 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 an 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 guide for the Customer's Authorized Administrators in support of Audit services.

AUDIT 48 HOUR SLA FOR RECEIPT AUDIT 7.3.2

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 applies 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 have the meanings specified below:

- "Actual Daily Transactions" means the actual number of Receipt Audit Transactions submitted into the Service by the 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:
 - o 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 setup process)
 - 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 setup process)
- "Average Daily Transactions" means the average number of Receipt Audit Transactions submitted into the Service by the Customer on average per day over the previous thirty (30) days.
- "Billing Cycle" means the billing frequency specified in the applicable ordering document.

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- "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, mean Christmas, New Year, and Easter holidays observed in US
 Pacific time).
- "Excused Downtime" has 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 the Customer's ordering document with respect to Receipt Audit and the 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.

The Customer's exclusive remedy and SAP Concur's entire liability for failure to achieve the Audit SLA is as follows:

- Upon the Customer's written request, SAP Concur does the following:
 - Promptly investigates the root cause(s) of the failure and delivers to the Customer notification identifying such root cause(s)
 - Uses its commercially reasonable efforts to correct the problem and to begin meeting such Audit SLA as soon as practicable
 - o Advises the 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-consecutive-month
 period, then the Customer has 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 30 days of the failure to meet the Audit SLA. Such service termination must 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

If any one of the following conditions exist during a given Billing Cycle, the Customer is not entitled to the exclusive remedy above, regardless of SAP Concur's failure to achieve the Audit SLA:

- The Customer increases its Random Audit Target Selection Percentage during any given Billing Cycle.
- Material changes by the Customer to the "customized audit policies" as configured in the Service
 result, in SAP Concur's reasonable opinion, in significant increases in net volume of Transactions for
 Receipt Audit or in a material impact on SAP Concur's provision of Receipt Audit.
- The Actual Daily Transactions exceed the Average Daily Transactions by more than 200%.



7.3.3 POLICY AUDIT

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

- All the services described above that apply to Receipt Audit.
- Policy Audit extended service is configured in conjunction with the Customer's travel and expense
 policy or reasonably suggested practices acceptable to SAP Concur. The Customer's expense reports
 are audited in accordance with a comprehensive set of audit checks provided by SAP Concur as part
 of the Policy Audit extended service.
- For the Customer, with regards to their purchases:
 - Subject to the Customer's configuration of the SAP Concur Service:
 - For the United Kingdom and Australia (for the Standard Edition of the Service): The service verifies that a receipt is a valid VAT receipt based on the tax criteria applied by the Policy Audit extended service and where the supporting receipt shows a VAT amount.
 - For the United Kingdom, Germany, France, New Zealand, Australia, or India (for the Professional Edition of the Service): the service verifies that a receipt is a valid VAT receipt based on the tax criteria applied by the Policy Audit extended service or reasonable tax receipt criteria provided by the Customer. SAP Concur will review the Customer criteria and confirm its acceptance of such criteria during the service onboarding and which elements can be supported within the service and where the supporting receipt shows a VAT amount.
 - The service verifies that the VAT amount recorded for a transaction is the actual amount visible on the receipt, provided that the individual transaction amount can be clearly identified as the VAT amount shown on the receipt.

7.3.3.1 Policy Audit and Concur Detect

When the 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 the 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 investigates 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 researches, assesses, and follows up on the risk identified by Concur Detect as set forth below:

- It reviews each High Risk escalation.
- It conducts a follow-up investigation to validate the accuracy of the risk identified.
- It returns the applicable expense report to the Customer user or approves 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 applies 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 have the meanings specified below:

- "Actual Daily Transactions" means the actual number of Policy Audit Transactions submitted to the Service by the 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:
 - o 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 setup process)
 - o 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 setup process)
- "Average Daily Transactions" means the average number of Policy Audit Transactions submitted to the Service by the 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, means Christmas, New Year, and Easter holidays observed in US Pacific time).
- "Excused Downtime" has 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

Beginning with the first Billing Cycle for Policy Audit and subject to the conditions in the Customer's ordering document with respect to Policy Audit and the 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 forty-eight (48) Business Hours, after the Audit Trigger Event for ninety-five percent (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 is as follows:

- On the Customer's written request, SAP Concur does the following:
 - Promptly investigates the root cause(s) of the failure and deliver to the Customer notification identifying such root cause(s)
 - Uses its commercially reasonable efforts to correct the problem and to begin meeting such Audit SLA as soon as practicable
 - Advises the Customer of the status of such corrective efforts

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If SAP Concur fails to meet the Audit SLA in any two (2) months in a twelve-consecutive-month
period, the Customer has 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 30 days of the failure to meet the Audit SLA. Such service termination must 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

If any one of the following conditions exist during a given Billing Cycle, the Customer is not entitled to the exclusive remedy above regardless of SAP Concur's failure to achieve the Audit SLA:

- The Customer increases its Random Audit Target Selection Percentage during any given Billing Cycle.
- The Customer makes material changes 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 five hundred (500) users in connection with the Policy Audit extended service for an additional fee.

Audit – Elite consists of the following:

- Access to an SAP Concur representative with audit configuration and audit service experience. The SAP Concur representative works 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 the Customer's travel and expense policy compliance
 - Review and analysis of the audit service reports to identify trends, areas of concern, and ways to reduce re-submissions
 - Review of monthly SAP Concur release notes and advice when new functionality may provide an opportunity for better policy compliance, or when it will affect the audit workbench or audit rule configuration
 - o Provide guidance and recommendations on how best to educate the 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 the Customer's travel and expense policy and update the 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 (that is, a Customer user) sends hard-copy receipts to a designated post office box number that SAP Concur has established solely for receiving mail from a given Customer and its users and agents. For these hard-copy receipts pertaining to a given expense report, 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 converts each hard-copy receipt into an imaged receipt and appends the imaged receipt (as a PDF attachment) to the appropriate expense report in the Service.
- Once the receipt imaging step is completed, SAP Concur validates that 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 stores 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 disposes 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 the Customer for each such shipment.
 - 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 the 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 the 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 online receipt images, which are then associated to the appropriate expense report in the Service. Receipts are imaged and can be viewed by the claimant, authorizer, and other Audit functions as a PDF image, which is attached at the report header level. Paper Receipt Handling - Envelopes is available only

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to Customers who have already implemented the Paper Receipt Handling – Envelopes extended service and who are based in the United Kingdom or have operations within the United Kingdom.

The Paper Receipt Handling – Envelopes service encompasses the following:

- SAP Concur, on the Customer's written request, provides approximately a six (6)-month supply of standard envelopes for the number of Paper Receipt Handling Envelope transactions ordered under the Agreement to the Customer's designated contact (that is, one envelope per Paper Receipt Handling Envelope transaction ordered under the Agreement for the six-month period). Additional envelopes can be requested for an additional fee.
- Following receipted claim within an expense report in Concur Expense, the submitter (that is, a Customer user) must print 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 the information on the back of the standard envelope and send the envelope to the SAP Concur European Audit Center.
- On receipt of the envelope, SAP Concur records incoming mail and converts each hard-copy receipt into an imaged receipt. SAP Concur appends the imaged receipt (as a PDF attachment), along with the Receipt Handling report, to the submitter's expense report at report-header level.
- Once the receipt imaging step is completed, SAP Concur validates that the imaged receipt(s) was appropriately associated with the appropriate expense report in the Service.
- SAP Concur stores all receipts received at a secure storage facility for a period of up to seven (7) years, at which point the Customer can ask for the receipts to be returned or destroyed. Receipt storage is at a storage facility in line with HMRC storage requirements.
 - During this time, the Customer can request to be sent up to five boxes of receipts up to a
 maximum of two times a year. SAP Concur reserves the right to charge the Customer for
 additional boxes requested by the Customer.
 - SAP Concur reserves the right to charge the Customer additional fees for envelope overage or for noncompliant batches (that is, where a receipt cannot be processed).
- SAP Concur securely disposes 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 returns all receipts to a designated contact by packing them in a single envelope or box, per country (up to a maximum of three 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 the 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 the services described above that are applicable to Paper Receipt Handling Envelopes.
- Envelopes provided: pre-addressed envelopes that include second class, prepaid 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 the services described above that are applicable to Paper Receipt Handling Envelopes described above.
- Envelopes provided: pre-addressed envelopes that include second class, prepaid 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 an SAP Concur-defined Tax configuration. The Customer cannot modify such configuration. The Guaranteed Compliance Service applies to the Supported Tax for a single Jurisdiction. When made available by SAP Concur, additional Jurisdictions can be added for an additional fee. In the Guaranteed Compliance Service, SAP Concur does the following:

- Provides the Customer, as a part of the expense report submission process, a predetermined set of expense types designed and configured by SAP Concur for the Jurisdiction listed on the "Supported Tax" definition, below
- Updates the Tax rates for this extended service to reflect applicable Tax changes enacted by the Tax authority for the Jurisdiction
- Provides a Compliance Audit (as set forth below) for each Claim
- Provides the Guarantee (as set forth below) for applicable qualifying Claims

COMPLIANCE AUDIT 7.4.1

The Guaranteed Compliance Service includes a Compliance Audit of all Claims to ensure that the Supporting Documentation related to the Claims provided by the 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.

In the Compliance Audit, SAP Concur does the following

- Verifies that the Supporting Documentation matches the expenses listed in the Claim.
- Verifies that the Supporting Documentation complies with the applicable Tax rules and guidelines. Scanned images, unless stated on the image as a photocopy, are treated as original invoices
- Reviews the Supporting Documentation to ensure that the data contained therein matches the Claim data entered by the Claimant for the following items:
 - Date 0
 - Expense Type
 - Country of Purchase
 - Claim Value
 - Tax Number

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- Receipt Status
- Currency
- Supplier details
- o 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
- Rejects a Claim and returns it to Claimant for review and correction if Supporting Documentation for the Claim does not substantiate the Claim

During the Compliance Audit:

- If SAP Concur determines that the Claim is incorrect based on the Supporting Documentation, it amends the Claim in accordance with the Supporting Documentation, or
- If SAP Concur determines that the type of status on the Claim is incorrect, SAP Concur corrects the status. In this case, for example, if the Claimant has selected "receipt" and SAP Concur identifies it as a "tax receipt," SAP Concur amends the Claim to correct the incorrect reference.
- If SAP Concur determines that the Tax amount calculated by the Service is not substantiated by the Claim and accompanying Supporting Documentation, it adjusts 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 auto-calculates the taxable amount as £2 (that is, 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 changes the taxable amount reported from £2 to £1 (that is, 20% of £5 being the net amount that was subject to Tax).

7.4.1.1 Guarantee

SAP Concur provides the following Guarantee for applicable qualifying Claims:

- SAP Concur guarantees that the calculated Tax reflected in the report from the Service for a Claim is calculated correctly in accordance with the Claim data and the Supporting Documentation. If the Customer incurs any fine or penalty as a result of the incorrect calculation, SAP Concur indemnifies the Customer for the cost of the fine or penalty applied by the applicable Tax authority, subject to the requirements of this *Guaranteed Compliance Service* section. The 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 the Customer for such fine or penalty. In any case, the Customer is responsible for paying the Tax fine or penalty and any overclaimed Tax amounts due to the applicable Tax authority.
- The Guarantee does not apply if the Customer or any person on behalf of the Customer does the following:
 - Modifies any Service-setting related to Tax rates and/or makes any Tax-related changes to Claims submitted in the Compliance Audit process
 - o Modifies any SAP Concur-defined expense types
 - o 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 the Customer pursuant to the Guarantee is limited to general money damages and can in no event exceed an amount equal to three (3) times the aggregate of all fees actually paid or owing by the 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 the 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" definition below, which is within the scope of the Guaranteed Compliance Service.
- "Supported Tax" means the applicable tax for each jurisdiction. In the UK, this is the value-added tax (VAT).
- "Supporting Documentation" means receipts, invoices, and other supporting documentation provided in support of a Claim.
- "Tax" means the applicable tax for the Jurisdiction as set forth in the "Supported Tax" definition above that is the subject of recovery by the Customer from the applicable taxing authority within the scope of the Guaranteed Compliance Service.

7.5 Expense Pay

Expense Pay is an extended service that 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 includes the following extended services, which can be ordered individually.

7.5.1 EXPENSE PAY GLOBAL

The Expense Pay Global extended service consists of the SAP Concur processes to:

 Reimburse the Customer's expense report filers and/or 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, France, Germany, Ireland, Italy, Netherlands, Spain, Sweden, Switzerland, and the United Kingdom.

For the Professional Edition of the Service, Euro Payments may also be available in Finland, Greece, Luxembourg, and Portugal.

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 the Customer, and the 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 that the Payment Request is supported by the Expense Pay Global extended service and
 that the Customer has a valid Payment Processing Relationship with the applicable Payment
 Processing Partner.
- Processing payments via Direct Debit of the Customer Bank Account. Payments processed via Direct
 Debit are 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 the Customer all Payments that the Payment Processing Partner can process and those that it is unable to process for any reason.
- Being liable for any Payment made in error that is due to the fault of SAP Concur that is not remedied within thirty (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 the Customer or the applicable Payee (a "SAP Concur Error"). Such SAP Concur liability is contingent on the Customer doing one or more of the following:
 - Providing written notice of the SAP Concur Error within thirty (30) days after the occurrence of such error
 - Making an appropriate assignment of claims to SAP Concur where SAP Concur so requests
 - 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 is not 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 the Customer, then the Customer agrees to the following:

- The Customer enters into a Payment Processing Agreement directly with one or more Payment Processing Partners.
- The Customer hereby authorizes the Payment Processing Partner to initiate, on the Customer's behalf, Payments for each Payment Request, including where Payments will be processed via Direct Debit, to wit:
 - Initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule
 - Initiating Credits to the specified Payee Bank Accounts that correspond to a given Payment Request.
- The Customer is responsible for the following:



- Where Payments will be processed through completing the steps required by the Payment Processing Partner, to set up and validate an account to be used for execution of Payment Requests.
- Determining the Payment Schedule that it wants for Payments to Payees.
- Obtaining all necessary and appropriate authorizations from each Payee (a "Payee
 Authorization") before 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 promptly repay any funds paid to them in error through the Expense Pay Global extended service.
- The actions and omissions of the 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

Additional terms are shown below.

- Each party agrees to:
 - 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.
 - Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities or terrorist activities associated with the Expense Pay Global extended service
 - Take all appropriate and reasonably necessary steps to prevent use of its operations for any fraudulent or criminal activities
- The Expense Pay Global extended service is available only for so long as SAP Concur determines that
 the Customer is creditworthy, and provided that the 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 have the meanings specified below:

- "Corporate Card Payee" means a third-party corporate card provider identified to SAP Concur by the 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 in 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 (subject to availability as set forth above).
- "Credit(s)" means the applicable mechanism by which the Payment Processing Partner credits or transfers funds to Payee's Bank Account, or the funds transferred using this mechanism, as applicable.
- "Customer Bank Account" means the Customer account at the Customer's Bank designated by the
 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.
- "Customer's Bank" means the financial institution located in the Country of Service identified to SAP
 Concur by the Customer as the financial institution at which the Customer maintains the Customer
 Bank Account. If the Customer has Payees located in multiple countries, the 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, the Customer's Bank must be domiciled in the European Union.
- "Direct Debit(s)" means the applicable mechanism by which the Payment Processing Partner debits or requests funds from the 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 the 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 the 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 the 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 the Customer for purposes of processing Payments on behalf of the Customer and its Payees.
- "Payment Processing Partner Bank Account" means the bank account used by the Payment
 Processing Partner to transfer funds between the Customer Bank Account and the Payee 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:
 - For Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule is as designated by the Customer during the implementation of the Expense Pay Global extended service (that is, daily, weekly, semimonthly, or monthly) on an Expense Reimbursement Payee group basis
 - For Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule is
 as designated by the Customer during the implementation of the Expense Pay Global extended
 service (that is, daily, weekly, semimonthly, or monthly) on a Corporate Card Payee basis



 "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.

7.5.2 EXPENSE PAY – NORTH AMERICA

The Expense Pay – North America extended service consists of the SAP Concur processes to:

- Reimburse the Customer's expense report filers, and/or
- 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 that 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 the Customer, then SAP Concur agrees to be responsible for the following, after the Customer completes all prerequisites described below and the implementation is completed:

- Receiving each Payment Request from the Service.
- In the United States 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
 - o Initiating, on the 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:
 - Receipt of sufficient funds via Direct Debit to effect full payment under such Payment Request
 - Confirmation that the debited funds are deposited and cleared into the SAP Concur Bank Account

SAP Concur can at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur has 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 the Customer's written request, any Payment in the event of an error, such as the following:
 - Duplication of a previously initiated Direct Debit or Credit



- A Direct Debit or Credit initiated to an unintended recipient
- 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 the Customer's requests for reversals, it does not control the reversal process and cannot guarantee results.

In Mexico:

- Establishing a Prefund Account into which the Customer can transfer funds to fund Payment Requests in accordance with the Payment Schedule.
- O Initiating, on the 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 Prefund Account by the Customer have cleared and are sufficient to effect payment to Payees under a Payment Request. SAP Concur can at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur is not obligated to execute payment until SAP Concur's Bank determines that funds transferred into the Prefund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
- Confirming to the Customer all Payments that SAP Concur can process and notifying the Customer
 of all Payments that SAP Concur is unable to process for any reason.
- SAP Concur is liable for any Payment made in error that is due to the fault of SAP Concur that is not remedied within thirty (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 the Customer or the applicable Payee (a "SAP Concur Error"). Such SAP Concur liability is contingent on:
 - The Customer's providing written notice of the SAP Concur Error within thirty (30) days after the occurrence of such error,
 - The Customer's making an appropriate assignment of claims to SAP Concur where SAP Concur so requests, and/or
 - The Customer's 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 is not subject to the limitation of liability on direct damages set forth in the Agreement between the Customer and SAP Concur.

- The Customer must 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 an SAP Concur error.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank is responsible for any damages arising from:
 - Any decision to withhold or delay originating payments (including Direct Debit or Credit entries) or effecting Scheduled Payments:
 - After reasonable efforts to verify such Payments by the required security procedure have failed
 - Due to the Customer's creditworthiness



- Due to the Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or
- 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
- Any loss, damage, cost, or expense arising from any act or omission in the transmission or carrying 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 the Customer, then the Customer agrees to the following:

- The Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on the Customer's behalf, Payments for each Payment Request, including:
 - In the United States and Canada:
 - Initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule
 - Initiating Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request
 - In Mexico:
 - Depositing funds in a Prefund Account
 - Initiating fund transfers from the Prefund Account to the specified Payee Bank Accounts that correspond to a given Payment Request
- The Customer is responsible for the following:
 - In the United States and Canada, providing the Customer Bank Account at the Customer's Bank for the Expense Pay – North America extended service and obtaining (and providing to SAP Concur) written authorization from the Customer's Bank to allow the transfer of funds via Direct Debit from the Customer Bank Account to the SAP Concur Bank Account (the Customer is responsible for the actions of the Customer's Bank pursuant to such authority).
 - In Mexico, requesting a Prefund 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") before 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, the 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 before 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 must 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 on request.
- Examining all statement of accounts, notices, and other reports it receives from SAP Concur or the 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 the 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 United States 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 the Customer and will have the right to deny additional Payments until the Customer fully reimburses SAP Concur for any Payments settled before such action by SAP Concur (if any) and fully corrects the Overdraft.
 - The Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit that is returned because of insufficient or uncollected funds or for any other reason) on demand, plus the following amounts as liquidated damages and not as a penalty:
 - * An overdraft fee equal to one percent (1%) of the deficiency
 - Interest on the deficiency at a rate of one and one-half percent (1.5%) per month or the highest interest permitted by applicable lay, whichever is less, until the deficiency is paid in full (and fully cleared into an SAP Concur Bank Account)
 - In Mexico: Providing sufficient funds in the Prefund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule
- The Customer must examine all statements of accounts, notices, and other reports it receives relating to Payments and must promptly notify SAP Concur in writing of any inaccuracies, discrepancies, unauthorized transactions, or improper entries.
- In the United States and Canada: Under applicable banking rules and regulations in each country, the Customer is the originator of all Direct Debits and Credits under the Expense Pay North America extended service. As such, the Customer represents, warrants, and covenants that all Payees have authorized entries to their bank accounts and that the 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, the Customer unconditionally promises to pay the amount of such debit on demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into an SAP Concur Bank Account).

7.5.2.3 Additional terms

Additional terms are shown below.

Both parties agree to:



- Comply with all applicable banking rules and regulations and all applicable laws in connection with the Expense Pay – North America extended service
- Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities or terrorist activities associated with the Expense Pay – North America extended service
- Take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities.
- The 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 is 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 the
 Customer of any such action and the reasons for it.
- The Expense Pay North America extended service is available only for so long as SAP Concur
 determines that the Customer is creditworthy, and provided that the 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 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") providing for the interbank clearing of electronic entries for participating financial institutions.
- "Corporate Card Payee" means a third-party corporate card provider identified to SAP Concur by the 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 Bank Account" means the Customer account at the Customer's Bank identified to SAP Concur by the 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.
- "Customer's Bank" means the financial institution located in the Country of Service (United States
 or Canada as applicable) identified to SAP Concur by the Customer as the financial institution at
 which the Customer maintains the Customer Bank Account.
 - 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 debits or requests funds
 from the 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 the 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:
 - The Customer's failure to provide sufficient funds to fully cover any Payment Request debited to the Customer Bank Account on any given day, or
 - The rejection or return, whether for insufficient funds or otherwise, of a Direct Debit drawn against the 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 the
 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 the 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 Prefund 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:
 - For Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule is as designated by the Customer during the implementation of the Expense Pay – North America extended service (that is, daily, weekly, semimonthly, or monthly) on an Expense Reimbursement Payee group basis, and
 - For Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule is as designated by the Customer during the implementation of the Expense Pay – North America extended service (that is, daily, weekly, semimonthly, or monthly) on a Corporate Card Payee basis.
- "Payments" means, as applicable under the Expense Pay North America extended service:
 - 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
 - The process of transferring funds from the Prefund Account to a Payee Bank Account
- "Prefund Account" is an SAP Concur Bank Account set up for the Customer at SAP Concur's Bank that is prefunded by the Customer's transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur's processing of Payments to Payees.
- "SAP Concur Bank Account" means an SAP Concur account at SAP Concur's Bank through which
 Payments can 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 that SAP
 Concur may change from time to time in its discretion to initiate Direct Debits or Credits or to
 establish a Prefund Account, as applicable, for processing of Payments under the under Expense Pay
 North America extended service.



• "**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:

- Reimburse the Customer's expense report filers, and/or
- 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.
- Swedish Krona Payments are available in Sweden.
- Swiss Franc Payments are available in Switzerland.
- 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 that 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 the 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 the 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:
 - Receipt of sufficient funds via Reverse Wire or Direct Debit to effect full payment under such Payment Request, and
 - The funds received as described above are deposited and cleared into the SAP Concur Bank Account.

SAP Concur may at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur has 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 processes Payments through the Reverse Wire and Direct Debit processes only where such Payments are supported by the Expense Pay – EMEA extended service.
- Where Payments are processed through a Prefund Account:
 - Establishing a Prefund Account into which the Customer can transfer funds to fund Payment Requests in accordance with the Payment Schedule.
 - Initiating on the 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 Prefund Account by the Customer have cleared and are sufficient to effect payment to Payees under a Payment Request. SAP Concur can at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur is not obligated to execute payment until SAP Concur's Bank determines that funds transferred into the Prefund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.
 - SAP Concur will process Payments through a Prefund Account only where such Payments are supported by the Expense Pay – EMEA extended service.
 - Confirming to the Customer all Payments that SAP Concur can process and notifying the Customer of all Payments that SAP Concur is unable to process for any reason.
 - Reversing, in its discretion or at the Customer's written request, any payment in the event of an error, such as the following:
 - Duplication of a previously initiated payment
 - A payment initiated to an unintended recipient
 - 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 the Customer's requests for reversals, it cannot require such reversals unilaterally and cannot guarantee results.

- SAP Concur is liable for any Payment made in error that is due to the fault of SAP Concur that is not remedied within thirty (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 the Customer or the applicable Payee (a "SAP Concur Error"). Such SAP Concur liability is contingent on:
 - The Customer's providing written notice of the SAP Concur Error within thirty (30) days after the occurrence of such error
 - The Customer's making an appropriate assignment of claims to SAP Concur where SAP Concur so requests, and/or
 - The Customer's 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 is not 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 is responsible for any damages arising from:
 - Any decision to withhold or delay originating payments or effecting scheduled Payments
 - * After reasonable efforts to verify such Payments by the required security procedure have failed,



- Due to the Customer's creditworthiness,
- Due to the Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or
- * 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
- Any loss, damage, cost, or expense arising from any act or omission in the transmission or carrying 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 the Customer, then the Customer agrees to the following:

- The Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on the Customer's behalf, Payments with respect to each Payment Request, including:
 - Where Payments will be processed through the Reverse Wire or Direct Debit process:
 - Initiating Reverse Wire or Direct Debits to draw from the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule
 - Initiating Credits to the specified Receiving Bank Accounts that correspond to a given Payment Request
 - Where Payments will be processed through a Prefund Account:
 - Depositing funds in a Prefund Account.
 - Initiating fund transfers from the Prefund Account to the specified Payee Bank Accounts that correspond to a given Payment Request.
- The Customer is responsible for the following:
 - Where Payments will be processed through the Reverse Wire or Direct Debit process, providing the Customer Bank Account at the 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 (the Customer is responsible for the actions of the 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), the Customer must provide a copy of such written authorization to the Customer's Bank.
 - Where Payments will be processed through a Prefund Account, requesting a Prefund Account, through the Service.
 - o Determining the Payment Schedule that it wants for Payments to Payees.
 - Providing written information in a form approved by SAP Concur 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") before 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 before initiating service under the Expense Pay – EMEA extended service.
- Examining all statements 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.
- 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 that SAP Concur takes to reverse any Payment made in the event of an error, other than an 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 will 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 on request.
- The actions and omissions of the Customer representatives and Payees in inputting bank account information into the Service and to ensure the continued accuracy of such information.
- Providing sufficient funds in the Customer Bank Account or the Prefund Account to timely and fully cover all Payment Requests in accordance with the Payment Schedule.
- In the event of a Funding Default:
 - SAP Concur must promptly notify the Customer and has the right to deny additional Payments until the Customer fully reimburses SAP Concur for any Payments settled before such action by SAP Concur (if any) and fully corrects the Funding Default.
 - The Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit that is returned because of insufficient or uncollected funds or for any other reason) on demand, plus the following amounts as liquidated damages and not as a penalty:
 - An overdraft fee equal to one percent (1%) of the deficiency
 - Interest on the deficiency at a rate of one and one-half percent (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 an 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

Additional terms are shown below.

- Both parties agree to:
 - Comply with all applicable rules and regulations, and all applicable laws in connection with Expense Pay – EMEA extended service
 - Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities or terrorist activities associated with the Expense Pay – EMEA extended service



- Take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities
- The 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 is 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 the
 Customer of any such action and the reasons for it.
- The Expense Pay EMEA extended service is available only for so long as SAP Concur determines
 that the Customer is creditworthy, and provided that the 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 have the meanings specified below:

- "Corporate Card Payee" means a third-party corporate card provider identified to SAP Concur by the 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 the Customer account at the Customer's Bank identified to SAP
 Concur by the 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 Direct Debits and Credits in Danish Krone, the Customer Bank Account must be domiciled in Denmark.
 - o For Reverse Wires and Credits in Swedish Krona made in Sweden, the Customer Bank Account must be domiciled in Sweden.
 - For Direct Debits and Credits in Swiss Francs, 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:
 - o Located in the United Kingdom for Payments made in UK Pounds Sterling
 - Located in Denmark for Payment in Danish Krone
 - Located in Sweden for Payments made in Swedish Krona
 - Located in Switzerland for Payments made in Swiss Francs
 - o 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 the Customer maintains the Customer Bank Account



To be clear, if the Customer has Payees located in each of the United Kingdom, Denmark, Switzerland, and Sweden, and one or more of the other Euro Countries, the 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 debits or requests funds
 from the 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 general rules and conditions for payments through the LeverandørService, the payment clearing system for Denmark
 - Business Direct Debit via the Swiss Interbank Clearing System (SIC) for the Bankgiro clearing system in Switzerland
 - The Single Euro Payments Area process (SEPA)
- "Euro Country" means each of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, Switzerland, and the United Kingdom.
- "Expense Reimbursement Payee" means a user identified to SAP Concur by the Customer as eligible
 to receive Payments in the amount of reimbursable expenses identified by the Service to be paid to
 the 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:
 - The Customer's failure to provide sufficient funds to fully cover any Payment Request to debit the Customer Bank Account on any given day, or
 - The rejection or return, whether for insufficient funds or otherwise, of a Reverse Wire or Direct Debit drawn against the Customer Bank Account to fund a Payment Request
- "Payee" means either an Expense Reimbursement Payee or Corporate Card Payee.
- "Payee Bank Account" means a Payee account at Payee's Bank identified to SAP Concur by the Customer or such Payee as the account:
 - Located in Denmark for Payments made in Danish Krone
 - Located in Sweden for Payments made in Swedish Krona
 - Located in Switzerland for Payments made in Swiss Francs
 - Located in the United Kingdom for Payments made in UK Pounds Sterling
 - 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's Bank" means the financial institution:
 - Located in Denmark for Payments made in Danish Krone
 - Located in Sweden for Payments made in Swedish Krona
 - Located in Switzerland for Payments made in Swiss Francs
 - o Located in the United Kingdom for Payments made in UK Pounds Sterling



- Located in a Euro Country for Payments made in Euro
- Acceptable to SAP Concur for purposes of the Expense Pay EMEA extended service
- "Payment Request" means, for each transfer of funds from the Customer Bank Account or the Prefund 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:
 - For Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule is as designated by the Customer during the implementation of the Expense Pay – EMEA extended service (that is, daily, weekly, semimonthly, or monthly) on an Expense Reimbursement Payee group basis
 - For Payments of debit or credit-card charges and fees to Corporate Card Payees, the schedule is
 as designated by the Customer during the implementation of the Expense Pay EMEA extended
 service (that is, daily, weekly, semimonthly, or monthly) on a Corporate Card Payee basis.
- "Payments" means, as applicable under the Expense Pay EMEA extended service:
 - Reverse Wires/Direct Debits and Credits made in 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
 - Payments made pursuant to the payment process of transferring funds from the Prefund Account to a Payee Bank Account
- "Prefund Account" is an SAP Concur Bank Account set up for the Customer at SAP Concur's Bank that is prefunded by the 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.
- "SAP Concur Bank Account" means an 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 that are identified by SAP Concur and that SAP Concur may change from time to time in its discretion to initiate Reverse Wires or Direct Debits or to establish a Prefund Account, as applicable, for processing of Payment under the Expense Pay EMEA extended service.

7.5.4 EXPENSE PAY – APA

The Expense Pay – APA extended service consists of the SAP Concur processes of drawing funds from the Customer's bank account to an SAP Concur account to:

- Reimburse the Customer's expense report filers, and/or
- 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, and Singapore.
- 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 Singapore are made in Singapore dollars.
- For the Professional Edition of the Service, the Expense Pay APA extended service can facilitate fund transfers in India, and all Payments in India are made in Indian Rupees.

7.5.4.1 SAP Concur's performance

If the Expense Pay – APA extended service is implemented for the Customer, then SAP Concur agrees to be responsible for the following, after the 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 the 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 the 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:
 - Receipt of sufficient funds via the Direct Debit to effect full payment under such Payment Request, and
 - The debited funds are deposited and cleared into the SAP Concur Bank Account. SAP Concur can at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing order for payment execution, but SAP Concur has 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 the Customer's written request, any payment in the event of an error, such as the following:
 - Duplication of a previously initiated Direct Debit or Credit
 - A Direct Debit or Debit initiated to an unintended recipient
 - 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 the Customer's requests for reversals, it does not control the reversal process and cannot guarantee results.
 - o SAP Concur processes Payments through the Direct Debit process only where such Payments are supported by the Expense Pay – APA extended service.
- Where Payments will be processed through a Prefund Account:
 - o Establishing a Prefund Account into which the Customer can transfer funds to fund Payment Requests in accordance with the Payment Schedule.
 - Initiating on the 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 Prefund Account by the Customer have cleared and are sufficient to effect payment to Payees under a Payment Request. SAP Concur can at its discretion initiate funds transfer at any point after the close of the payment batch that constitutes the client's standing

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order for payment execution, but SAP Concur is not obligated to execute payment until SAP Concur's Bank determines that funds transferred into the Prefund Account by Customer have cleared and are sufficient to effect payment to Payees under a Payment Request.

- SAP Concur processes Payments through a Prefund Account only where such Payments are supported by the Expense Pay – APA extended service.
- Confirming to the Customer all Payments that SAP Concur can process and notifying the Customer
 of all Payments that SAP Concur is unable to process for any reason.
- SAP Concur is liable for any Payment made due to an SAP Concur error that is not in accordance with
 a Payment Request or otherwise approved by the Customer or the applicable Payee. Such SAP
 Concur liability is contingent upon the 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 is not subject to the limitation of
 liability on direct damages set forth in the Agreement between the Customer and SAP Concur.
- The Customer must 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 an SAP Concur Error.
- Notwithstanding anything to the contrary, neither SAP Concur nor SAP Concur's Bank is responsible for any damages arising from:
 - Any decision to withhold or delay originating payments (including Direct Debit or Credit entries) or effecting Scheduled Payments:
 - After reasonable efforts to verify such entries by the required security procedure have failed,
 - Due to the Customer's creditworthiness,
 - Due to the Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or
 - 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
 - Any loss, damage, cost, or expense arising from any act or omission in the transmission or carrying 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 the Customer, then the Customer agrees to the following:

- The Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on the Customer's behalf, Payments for each Payment Request, including:
 - Where Payments will be processed through the Direct Debit process:
 - Initiating Direct Debits draw from the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule
 - Initiating Credits to the specified Payee Bank Accounts that correspond to a given Payment Request
 - Where Payments will be processed through a Prefund Account:
 - Depositing funds in a Prefund Account



- Initiating fund transfers from the Prefund Account to the specified Payee Bank Accounts that correspond to a given Payment Request
- The Customer is responsible for the following:
 - Where Payments will be processed through the Direct Debit process, providing the Customer Bank Account at the 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 (the Customer is responsible for the actions of the Customer's Bank pursuant to such authority). Where required by applicable banking rules and regulations, the Customer must provide a copy of such written authorization to the Customer's Bank.
 - Where Payments will be processed through a Prefund Account, requesting a Prefund 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 the Customer's behalf:
 - Initiating Direct Debits to the Customer Bank Account to fully fund Payment Requests in accordance with the Payment Schedule
 - 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") before 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, the 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 before 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 will 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 on request.
 - Examining all statement of accounts, notices, and other reports it receives from SAP Concur or the 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 the 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 or the Prefund 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 promptly notifies the Customer and has the right to deny additional Payments until the Customer fully reimburses SAP Concur for any Payments settled before such action by SAP Concur (if any) and fully corrects the Overdraft.
 - The Customer unconditionally promises to pay to SAP Concur the amount of any unfunded payment file (including any debit that is returned because of insufficient or uncollected funds or for any other reason) on demand, plus the following amounts as liquidated damages and not as a penalty:
 - An overdraft fee equal to one percent (1%) of the deficiency
 - Interest on the deficiency at a rate of one and one-half percent (1.5%) per month or the highest interest permitted by applicable lay, whichever is less, until the deficiency is paid in full (and fully cleared into an 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, the Customer is the originator of all Direct Debits and Credits under the Expense Pay APA extended service. As such, the Customer represents, warrants, and covenants that all Payees have authorized entries to their bank accounts and the 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, the Customer unconditionally promises to pay the amount of such debit on demand and interest thereon at the interest rate specified above until the same is paid in full (and fully cleared into an SAP Concur Bank Account).

7.5.4.3 Additional terms

Additional terms are shown below.

- Both parties agree to:
 - Comply with all applicable banking rules and regulations and all applicable laws in connection with the Expense Pay – APA extended service
 - Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities or terrorist activities associated with the Expense Pay – APA extended service
 - Take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities
- The 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 is 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 the
 Customer of any such action and the reasons for it.
- The Expense Pay APA extended service is available only for so long as SAP Concur determines that
 the Customer is creditworthy, and provided that the 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 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.
- "Corporate Card Payee" means a third-party corporate card provider identified to SAP Concur by the 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 the Customer account at the Customer's Bank identified to SAP Concur by the 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 the Customer maintains the Customer Bank Account.
- "Direct Debit(s)" means the applicable mechanism by which SAP Concur debits or requests funds
 from the 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 the 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:
 - The Customer's failure to provide sufficient funds to fully cover any Payment Request debited to the Customer Bank Account on any given day, or
 - The rejection or return, whether for insufficient funds or otherwise, of a Direct Debit drawn against the 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 the 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 the 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 Prefund 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:
 - For Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule is as
 designated by the Customer during the implementation of the Expense Pay APA extended
 service (that is, daily, weekly, semimonthly, or monthly) on an Expense Reimbursement Payee
 group basis
 - For Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule is
 as designated by the Customer during the implementation of the Expense Pay APA extended
 service (that is, daily, weekly, semimonthly, or monthly) on a Corporate Card Payee basis.
- "Payments" means, as applicable under the Expense Pay APA extended service:
 - 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
 - Payments made pursuant to the payment process of transferring funds from the Prefund Account to a Payee Bank Account
- "Prefund Account" is an SAP Concur Bank Account set up for the Customer at SAP Concur's Bank that is prefunded by the Customer's transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur's processing of Payments to Payees.
- "SAP Concur Bank Account" means an SAP Concur account at SAP Concur's Bank through which Payments can 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 that SAP Concur can change from time to time in its discretion to initiate Direct Debits and Credits or to establish a Prefund Account, as applicable, for processing of Payments under the under Expense Pay APA extended service.

7.5.5 EXPENSE PAY – JAPAN

The Expense Pay – Japan extended service facilitates payments to:

- Reimburse the Customer's expense claim filers, and/or
- 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 the Customer completes all prerequisites described below and the implementation is completed:

- Receiving each Payment Request from the Service.
- Establishing a Prefund Account into which the Customer may transfer funds to fund Payment Requests in accordance with the Payment Schedule.
- Initiating, on the 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 Prefund Account by the Customer have cleared and are sufficient to effect payment to
 Payees under a Payment Request.
- Confirming to the Customer all Payments that SAP Concur can process and notifying the Customer
 of all Payments that SAP Concur is unable to process for any reason.
- SAP Concur is liable for any Payment made due to an SAP Concur error that is not in accordance with a Payment Request or otherwise approved by the Customer or the applicable Payee. Such SAP Concur liability is contingent on the 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 is not 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 is responsible for any damages arising from:
 - Any decision to withhold or delay originating payments or effecting scheduled Payments
 - After reasonable efforts to verify such Payments by the required security procedure have failed,
 - Due to the Customer's creditworthiness,
 - Due to the Customer's failure to timely deliver funds to SAP Concur for fully funding a Payment Request, or
 - 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
 - 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 the Customer, then the Customer agrees to the following:

- The Customer hereby authorizes SAP Concur and SAP Concur's Bank to initiate, on the Customer's behalf, Payments with respect to each Payment Request, including initiating:
 - Depositing funds in a Prefund Account
 - Fund transfers from the Prefund Account to the specified Payee Bank Accounts that correspond to a given Payment Request



- The Customer is responsible for the following:
 - Requesting a Prefund Account during the implementation of the Expense Pay Japan extended service.
 - Determining the Payment Schedule that it wants for Payments to Payees.
 - o 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") before 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, the 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 before 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 will 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 the 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 the 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.
 - The Customer must 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 an SAP Concur Error.

7.5.5.3 Additional terms

Additional terms are shown below.

- Both parties agree to:
 - Comply with all applicable Zengin rules and all applicable laws in connection with the Expense Pay – Japan extended service



- Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities or terrorist activities associated with the Expense Pay – Japan extended service
- Take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities
- The 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 is 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 the
 Customer of any such action and the reasons for it.
- The Expense Pay Japan extended service is available only for so long as SAP Concur determines that the Customer is creditworthy, and provided that the 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 have the meanings specified below:

- "Corporate Card Payee" means a third-party corporate card provider identified to SAP Concur by
 the 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 the 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 the 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 the 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 Prefund 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:
 - For Payments of reimbursable expenses to Expense Reimbursement Payees, the schedule is as
 designated by the Customer during the implementation of the Expense Pay Japan extended
 service (that is, daily, weekly, semimonthly, or monthly) on an Expense Reimbursement Payee
 group basis, and
 - For Payments of debit or credit card charges and fees to Corporate Card Payees, the schedule is
 as designated by the Customer during the implementation of the Expense Pay Japan extended
 service, (that is, daily, weekly, semimonthly, or monthly) on a Corporate Card Payee basis.



- "Payments" means payments made pursuant to the [Zengin] payment process of transferring funds from the Prefund Account to a Payee Bank Account under the Expense Pay – Japan extended service.
- "Prefund Account" is an SAP Concur Bank Account set up for the Customer at SAP Concur's Bank that is prefunded by the Customer's transfer of funds into that SAP Concur Bank Account for the purpose of SAP Concur's processing of Payments to Payees.
- "SAP Concur Bank Account" means an SAP Concur account at SAP Concur's Bank through which Payments can 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 Prefund Account.
- "Zengin" is the local payment clearing system in Japan.

7.6 Budget Insight

Budget Insight is available only with the Professional Edition of the Service.

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.

With Budget Insight, the Customer can do the following:

- Input the Customer's planned budget data by period and track it against actual budget usage through Service for that period
- Establish a budget approval workflow process for Concur Requests and expense reports (as applicable)
- 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 that 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 ordered individually.

7.7.1 RISK MESSAGING ESSENTIALS

The Risk Messaging Essentials service enables the 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:
 - o Import of profile, booking, TripLink®, and Concur Request data (the Professional Edition of the Service), which are available in the 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 (for example, 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.
 - o Import of flight delay and cancellation content from a content provider selected by SAP Concur.



- Import of user-provided location via
 - Checkin from SAP Concur mobile app.
 - Checkin from 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 appear 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 checkin does the following:
 - Transmits the Registered User's location at a single point in time to the service
 - 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: that is, two-way; or Broadcast: that is, one-way)
 - Override opt-out
 - Time of delivery (instant or delayed)
- Delivery of the message using any selected available communication channel, including emails, push, and (if applicable) SMS 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:

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- A message (free text entered by the administrator, considering that long messages may have to be split into several)
- A medium (emails or SMS text messages)
- A recipient ID (email 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 is automatically 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 forty-eight (48) hours.
 - An impact email is sent to the designated email address or addresses with a description of the risk event and a listing of all affected Registered Users.
 - The impact email can result in an automated delivery of the risk event directly to each affected 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 affected individuals receive a copy of the risk event via SMS text message delivery.
- Ability for the Customer to deliver automated pretravel advisory ("PTA") emails and review delivery status of past PTA emails.
 - PTA emails are branded using the SAP Concur logo and name.
 - The Customer can define the number of days before departure the PTA email is created and sent.
 - The Customer can define risk-level threshold (1-5 scale) that results in the delivery of a PTA email.
 - o Email address to be used for notifications of failed email delivery.
- Access to a Group functionality, which enables the administrator to manually create a group of travelers. These groups created by the administrators have a communications feature. An administrator can search for Groups and manually push messages via the Communicate Tab to all travelers in the defined Group.

When used in combination with the 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 nontravelling Registered Users.
- Registered Users can complete a Location Check-In using the SAP Concur mobile app.
- Within the MapCast functionality, use of "Place of work" as a selection criterion for communication to Registered Users. Registered Users also appear 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 (the Professional Edition of the Service)
- Ability to import and present approved Concur Requests submitted via the Concur Request Standalone service (the Professional Edition of the Service).

7.7.1.1 Additional terms

Additional terms are shown below.

- The Customer acknowledges and agrees that the use of short message transmission services, also known as SMS messaging or text messaging (collectively, "SMS messaging") and email, 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 email 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. The Customer further understands and agrees that it should not in any way rely on SMS messaging or email 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 the 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.
- The Customer acknowledges that messages are transmitted in an unencrypted format. To the extent
 permitted by law, SAP Concur can 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.
- The Customer acknowledges that, due to local laws or regulations, SAP Concur may, from time to time, be unable to deliver SMS messages or email into a given country (for example, whitelisting or foreign origination messages), in which case SAP Concur is not responsible for any such nondelivery.
- Customer acknowledges that it must not use the Risk Messaging Essentials service for transmitting messages to any individual or Registered User that:
 - The Customer does not have a legal right to send such messaging to, or who has 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).



- Contains material or language in such messaging that is promotional or political in nature, illegal, harassing, coercive, abusive, or 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 that may have provided to Registered Users, or outside the scope of notice provided by the Customer, if the Customer has agreed to provide such notices.
- The Customer acknowledges that it is the 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 the Customer's
 legal and contractual obligations, before sending or directing SAP Concur to send any messages
 under the Risk Messaging Essentials service.
- The 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. The Customer further agrees that in the event that 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 is 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 the Customer.
- The Customer must 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 (for example, 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 set forth below and the Service Level Commitments set forth below apply to the Risk Messaging Essentials service.

7.7.1.3 Definitions

For purposes of Risk Messaging Essentials, the following terms have the meanings specified below:

- "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 the Customer's Processing Time Zone.
- "Excused Downtime" means, collectively:
 - Downtime to perform routine planned maintenance during the SAP Concur standard maintenance windows (which windows must not exceed two hours per week and must not occur from 6:00 a.m. Monday to 10:00 p.m. Friday, per the Customer's Processing Time Zone),
 - Scheduled downtime approved in writing by the Customer, or
 - Downtime due to any factors beyond SAP Concur's reasonable control

SAP Concur will provide the 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 the Customer for the Service, which time zone may be Eastern Time, Central Time, Pacific Time, Greenwich Mean Time, or Australian Eastern Time.
- "RM Service Availability" means the percentage of total time in a given calendar month during which the Risk Messaging Essentials service is available to the 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

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

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. The Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above is as follows:

- For a failure in a given month, such remedy is Customer's right to receive a 5% credit against its
 recurring fees for the Risk Messaging Essentials service on the next invoice period, and
- In addition to the remedy set forth in the clause above, for a failure in any three months in any
 twelve-consecutive-month period, such remedy is the Customer's right to terminate the Risk
 Messaging Essentials service, by delivery of a written notice of termination, and such termination is
 effective as of the date of such notice.

7.7.1.5 Client support services for Risk Messaging Essentials

- Support Service Availability: The Customer can access SAP Concur Support 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 is not 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 affecting at least 20 users or 10% of the messages being sent from the Risk Messaging Essentials service).



- o **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 (for example, 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, an SAP Concur
 technical support representative will reply to the applicable Authorized Administrator to discuss
 an Incident within one hour for a P1 Incident, within two Business Hours for a P2 Incident, and
 within eight 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 hours for a P1 Incident, within two days for a P2 Incident, and within 14 days for a P3 Incident. If resolution requires development or configuration resources or engagement of third-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 kickoff meeting or at subsequent meetings. In addition, the Customer can bring the Incident to the attention of SAP Concur management, via the SAP Concur Support Portal (adding an incident comment stating the reason for the escalation and select the escalate feature). The escalate feature notifies Customer support management and assigned staff of escalation. The Customer must not make such a request until after an attempt to contact the assigned SAP Concur representative and if the incident is outside of the ongoing communication timelines or target resolution timeline for a P1 or P2.
- Reporting: SAP Concur will make available to the 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 the Customer access to
 such Reports on a monthly basis for the prior month's service upon the Customer's request to the
 SAP Concur help desk.
- **Training:** Training services for the Risk Messaging Essentials service are provided to the Customer's Authorized Administrator(s) and consist 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 the 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 must 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 emails:

- Option for the Customer to do a specific branding of the PTA email, subject to additional conditions.
- Option for the Customer's specific content to be inserted into the PTA email, 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. This service is not currently available to Request-only customers.

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 SAP Concur Support Portal for the 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 predefined parameters established during the implementation of the User Support Desk service, and promptly escalate questions outside of such predefined parameters to the Customer's service administrator; then, the Customer's service administrator communicates the response required to the applicable end user.
 - 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:
 - 24 hours per day, seven 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 and South America: 06:00 through 14:00 PT Monday through Friday, excluding SAP Concur holidays, in French, Brazilian Portuguese, and Spanish only for Travel & Expense or Expense Customers.
 - Support in Asia: 09:00 through 18:00 China Standard Time Monday through Friday, excluding SAP Concur holidays, in Mandarin and Japanese 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 an SAP Concur Knowledge Base, where Customers can find answers to common questions.
- Providing access to a service report that can be generated by the Customer in the SAP Concur Support Portal, which may include:
 - Email address
 - Case number
 - o Topic
 - Subject
 - Status
 - Date created
 - Date of last comment
 - Date closed

7.9 Service Administration

Service Administration is an extended service that 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. This service is not currently available to Request-only customers.

The Service Administration service includes the following extended services, which can be ordered individually.

7.9.1 SERVICE ADMINISTRATION

Service Administration consists of the following:

- Access to one or more consultants who 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 the Customer's existing Service configuration using SAP Concur standard configurations and rates (where available)
 - Review of monthly release notes and providing configuration best practices and strategies to meet business objectives
- Access to a consultant provided via the SAP Concur Support Portal (preferred), telephone, or email during normal business hours.
- Support is provided primarily in English. Spanish, French, and German support is available in limited
 markets and regions (provided that support tasks routed to other teams within SAP Concur can be
 worked in English). For the Professional Edition of the Service, support is available in Japanese and
 Mandarin.

By ordering the Service Administration extended service, the Customer authorizes SAP Concur to do the following:



- Initiate, on the Customer's behalf, changes to the configuration of the Customer's Service
- Liaise, on the 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 apply to Service Administration along with the following:

- An annual review of the Customer's Travel and/or Expense configurations. The consultant and the Customer develop an agreed-on agenda for such review focusing on aspects of the configuration of interest to the Customer. This review may include:
 - Review of unused features that could benefit the Customer
 - Opportunities to more effectively enforce the Customer's travel and expense policies in the SAP Concur Service
 - Discussion of the 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 the 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 consultant will participate in implementation calls to provide background and guidance, working in partnership with the SAP Concur implementation team and the 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 available only with the Professional Edition of the Service.

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 consultants focused on Customers in the Higher Education environment to provide the following:
 - 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 the Customer's Service configurations. The consultant and the Customer will
 develop an agreed-on agenda for such review focusing on aspects of the configuration of interest to
 the Customer. This review may include:
 - Review of unused features that could benefit the Customer
 - Opportunities to more effectively enforce Customer's travel and expense policies in the Service
 - Discussion of the Customer's goals around its travel and/or expense activities and how SAP Concur can help meet these goals
- Collaboration with the 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 ongoing configuration phases before 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, the Customer authorizes SAP Concur to do the following:

- Initiate, on the Customer's behalf, changes to the configuration of the Customer's Service
- Liaise, on the 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 service types for an additional fee.

Service Assistant consists of the following:

- Access to one or more SAP Concur Service Assistant Coaches who work with the primary Customer contact to provide the following:
 - Assistance with administrative requests
 - Annual maintenance of the Customer's existing Service configuration using SAP Concur standard configurations and rates (where available)
 - 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, the Customer authorizes SAP Concur to do the following:

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

7.9.5 CONCUR ADVANCED CARE

Concur Advanced Care is an extended service that can be ordered under the Travel & Expense, Expense, Travel, and/or Invoice Processing service types. Concur Advanced Care includes the following:



- Access to one or more SAP Concur Consultants to provide the following:
 - o Primary point of contact for all support cases and configuration requests.
 - Assistance with administrative requests.
 - Training guidance for new SAP Concur Authorized Support Contacts
- Support is provided in English only.
- Access to the SAP Concur consultant is provided via the SAP Concur Support Portal, telephone, or email during normal business hours.
- Annual interactive workshop review of the Customer's implemented service configurations. An
 SAP Concur Consultant will work with Customer on the scope of such review, which may include
 a review of unused features that could benefit Customer, opportunities to more effectively
 enforce Customer's travel and expense policies in the Service, and discussion of how SAP Concur
 can help Customer meet its travel and expense goals.
- Collaboration with the Customer's Travel Management Company when requested to support alignment between the Travel and/or Expense Service objectives.
- Success plan scorecard measuring Key Performance Indicators.

By ordering the Advanced Care extended service, the Customer authorizes SAP Concur to do the following:

- Perform, on the Customer's behalf, changes to the configuration of the Customer's Service, as agreed between SAP Concur and Customer.
- Liaise, on the Customer's behalf, if applicable, with its designated Travel Management Company in response to service requests made by the Customer.

7.9.6 CONCUR PREFERRED CARE

Concur Preferred Care is an extended service that can be ordered under the Travel & Expense, Expense, Travel or Invoice service types. This Service is defined within the framework of SAP Preferred Care (described in SAP's Support Policy for SAP Cloud Services located at the following link: http://www.sap.com/agreements-cloud-support) which is available for all SAP products. The Preferred Care framework is consistent for all products, but some of the specific tasks and deliverables are tailored to the specific solution, as described below:

- Access to a designated Preferred Care Manager to provide the following:
 - Primary point of contact for all support cases and configuration requests.
 - Tailored support engagement plan driven by business priorities and key milestones.
 - Bi-annual roadmap presentation covering planned enhancements to the Concur portfolio.
 - Access to a network of topic-specific technical and functional experts. Preferred Care Manager will schedule calls with appropriate expert, as needed.
- 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).
- Preferential handling for all support cases and service requests.



- Cross-functional review of new implementations and on-going implementation phases prior to launch of the deployment objective(s).
- Proactive monitoring of key scheduled jobs and interfaces.
- Annual interactive workshop review of the Customer's implemented service configurations. The Preferred Care Manager will work with Customer on the scope of such review, which may include a review of unused features that could benefit Customer, opportunities to more effectively enforce Customer's travel and expense policies in the Service, and discussion of how SAP Concur can help Customer meet its travel and expense goals.
- Periodic adjustments to the system configuration for changes that do not require an implementation project.
- Collaboration with customer's Travel Management Company (TMC) when requested to support alignment between the Travel and/or Expense Service objectives.
- Success plan scorecard measuring Key Performance Indicators.
- Prioritized communication for critical incident management and major outages.

By ordering the Concur Preferred Care extended service, the Customer authorizes SAP Concur to do the following:

- Perform, on the Customer's behalf, changes to the configuration of the Customer's Service, as agreed between SAP Concur and Customer.
- Liaise, on the Customer's behalf, if applicable, with its designated TMC in response to service requests made by the Customer.

7.10 Expenselt®

Expense It is an extended service that can be ordered under the Travel & Expense and Expense service types for an additional fee. The Expenselt extended service is available only to Customers who 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 that reads receipt information from receipt images received from authorized Expenselt users
- Automatic matching of Expenselt -generated transactions with corporate card transactions and trips
- Automatic itemizing of hotel folios received from authorized Expenselt users

7.11 TripLink®

TripLink is an extended service that 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

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- Ability to manually manipulate consolidated itineraries in the Concur Travel Trip Library
- Itinerary-based audit rules in Expense
- TripLink business trip data available in Cognos

Except for Customers located in Japan, 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 an SAP Concur Service profile with a participating supplier loyalty account.
- Ability to automatically access the 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 the SAP Concur mobile app. Itinerary details may also be available via TripIt for those of the
 Customer's users that have TripIt accounts and have connected that account with the user's SAP
 Concur account.

7.11.1 TRIPIT PRO

For Customers located in the United States, Canada, the United Kingdom, Belgium, the Netherlands, Luxembourg, Denmark, Finland, Iceland, Norway, Sweden, Germany, Switzerland, Austria, France, Australia, Singapore, Malaysia, Japan, and Hong Kong that are using the SAP Concur United States (North America) data center or EMEA data center and that purchased the TripLink extended service, Customer users are eligible for a free subscription to TripIt Pro.

- Activation of the free TripIt Pro subscription requires:
 - 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
 - The TripIt user to link the user's SAP Concur account to the user's TripIt account
- A TripIt user's free subscription to TripIt Pro continues for so long as the Customer has TripLink and such user continues to be a Customer user. Afterward, the TripIt user can continue to use their TripIt account with their own paid TripIt Pro subscription or return to the basic free version of TripIt.

The Customer acknowledges that TripIt Pro is available only in the English, French, German, Japanese, and UK English languages.

A subscription to TripIt Pro includes the following:

- Syncing of travel itineraries between SAP Concur and Triplt.
- Real-time flight alerts sent to the TripIt user via email, push, or (if applicable) SMS notification (as designated by the user) of the following:
 - Flight delays and cancellations
 - Gate changes
 - 24-hour check-in notification
 - o Four-hour confirmation before departure
 - Connecting flight information with layover time, gates, and current flight status



- o Terminal and gate Information
- Baggage claim information
- Go Now feature that tells the user when to leave for the airport
- Security wait time information of how long it will take to get through security at select U.S. airports
- Alternate flights search feature that allows TripIt 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 rebook the flight.
- Point Tracker feature that allows the Triplt user to track Triplt-designated loyalty program account information, such as balance, 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. (This feature is available only to users based in the U.S.)
- Seat Tracker feature that allows the TripIt 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, TripIt sends to the TripIt user an email, push, or (if applicable) 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 TripIt's third-party travel partners, as available and subject to the terms and conditions of the applicable third-party travel partner.

7.11.2 TRIPIT FOR TEAMS

For Customers located in the United States, Canada, the United Kingdom, Australia, Singapore, Malaysia, and Hong Kong who are using the SAP Concur United States (North America) data center, the Customer has the option to activate Triplt for Teams to benefit from Triplt users' use of Triplt Pro. The Customer acknowledges that TripIt for Teams is available only in the English language.

TripIt for Teams includes the following:

- Ability to set up travel teams composed of the Customer users with TripIt 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 TripIt for Teams owner can create multiple teams for the Customer and control the membership of each team
- Team travel calendars for users

7.12 Concur Request – Add-on

Concur Request – Add-on is available only with the Professional Edition of the Service.

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.

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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 available only with the Professional Edition of the Service.

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 invoices based on the Employee ID and allocations in the Concur Request header.

7.14 Invoice Management

Invoice Management is an extended service that can be ordered under the Invoice Processing service type for an additional fee. The Invoice Management service 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 the Customer completes all prerequisites described below and the implementation is completed:

- Receiving each Invoice Payment Request from Invoice Processing.
- Initiating, on the 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 the Customer all Invoice Check Payments that SAP Concur can process and notifying the Customer of all Invoice Check Payments that SAP Concur is unable to process or mail.
- SAP Concur is liable for any Invoice Check Payment made due solely to an SAP Concur error that is
 not in accordance with an Invoice Check Payment Request or otherwise approved by the Customer.
 Such SAP Concur liability is contingent on the 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 is not e



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 is responsible for any damages arising from any decision to withhold or delay originating Check payments or effecting scheduled Invoice Check Payments:
 - After reasonable efforts to verify such entries by the required security procedure have failed, or
 - Due to the Customer's creditworthiness

7.14.1.2 Customer's performance

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

- The Customer hereby authorizes SAP Concur to issue, on the Customer's behalf, a Check that corresponds to a given Invoice Check Payment Request.
- The Customer is responsible for the following:
 - Providing the Customer Bank Account at Customer's Bank for Invoice Check Payments
 - Specifying Payment Terms that 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 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
 - Notifying the Customer's Bank for any stop-payment request on an Invoice Check Payment
 - Paying late payment fees owed to Suppliers
 - o 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

Additional terms are shown below.

- Both parties agree to:
 - Not engage in any fraudulent or criminal activities, including without limitation moneylaundering activities, associated with Invoice Check Payment
 - Take all appropriate and reasonably necessary steps to prevent use of their operations for any fraudulent or criminal activities
- Invoice Check Payment is available only for so long as SAP Concur determines that Customer is creditworthy, and provided that Customer completes all prerequisites for Invoice Check Payment.

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7.14.1.4 Definitions

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

- "Check" means a written order instructing the Customer's Bank to pay, upon its presentation to the applicable Supplier, a certain sum of money from the Customer Bank Account.
- "Customer Bank Account" means the Customer account at the Customer's Bank identified to SAP Concur by the 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.
- "Customer's Bank" means the financial institution located in the United States identified to SAP
 Concur by the Customer as the financial institution at which the Customer maintains the Customer
 Bank Account.
- "Invoice Payment Request" means, for each transfer of funds from the Customer Bank Account, the
 amount of Invoice Payments identified by the 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:
 - The Customer's failure to provide sufficient funds to fully cover any Invoice Check Payment Request on any given day, or
 - The rejection or return, whether for insufficient funds or otherwise, of a Check drawn against the Customer Bank Account to fund an Invoice Check Payment Request
- "Supplier" means a supplier of the Customer identified to SAP Concur by the Customer as eligible to receive Invoice Payments in the amounts identified by Concur Invoice to be paid to such supplier under Invoice Check Payments.
- "Supplier Bank Account" means a Supplier account at Supplier's Bank identified to SAP Concur by the 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's Bank" means the financial institution located in the United States or Canada identified to SAP Concur by the Customer as the financial institution at which a Supplier maintains its Supplier Bank Account.

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 (that is, 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 must 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
 then uploads 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 opens, sorts, and prepares the invoice for imaging. SAP Concur then scans each hard-copy invoice and uploads the image to the Invoice Capture service.
- Once the invoice has been received, the invoice is processed through optical character recognition (OCR) software. SAP Concur validates or inputs the following data fields into the Invoice Processing service: vendor name, invoice number, invoice date, invoice shipping total, and PO number.
- For the Professional Edition of the Service:
 - SAP Concur also validates or inputs the following data fields into the Invoice Processing service: currency and invoice total
 - The Customer can elect to have the following additional fields captured: invoice tax total, invoice tax fields, invoice shipping total, invoice owner, and PO number.
 - The Customer can choose to have one additional Custom Data Element processed by the service.
- Unless Invoice Line Item Capture is purchased, one line item is created for the entire amount of the
 invoice. It is 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 assigns the invoice to the Customer's Invoice
 Processing queue to begin the workflow process in the Invoice Processing service. The Customer
 then assigns the appropriate expense code and assigns the payment request to the appropriate
 approver. The Customer can enable auto-capture of invoice owners. If auto-capture is enabled, and
 an invoice owner can be successfully identified on the invoice, the invoice automatically is routed to
 that individual for coding.
- For invoices that pertain to a vendor not recognized by the Invoice Capture service, SAP Concur
 assigns the invoice to a "Temporary New Vendor." The Customer is 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 business days (excluding SAP Concur holidays)
 calculated from when the invoice has been received by SAP Concur to when the invoice appears in
 the Customer's processing queue.
- For invoices received via fax or through hard-copy mail, the average overall processing time will be
 an additional one to two business days (excluding SAP Concur holidays) beyond the standard timing
 of an invoice received electronically.
- If invoices received from the 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 sends those invoices to the Customer for resolution. The Customer can have 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 must provide SAP Concur with all relevant account numbers to enable the shipping agent to directly bill the 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
 disposes of all such hard-copy and electronically stored information received from the Customer
 during a given month by either one of the following options:
 - Shredding such hard-copy information, and permanently deleting such electronic information, within 30 days after uploading the applicable invoices as described above.
 - Packaging such information in a single container per country, per Customer, and mailing them to the Customer's administrator for final disposition, provided that the 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 the Customer for each such shipment. All origination and return locations must be identified during Invoice Capture Implementation process.

7.14.2.1 Definitions

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

- "Custom Data Element" means any data element that can be found on the Invoice Header that is not part of the standard data elements (for example, 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.
- "Invoice Header" means the data elements on an invoice that define the overall Invoice document.
- "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.
- "Person Recognizable Data Element" means a data element consistently included within the Invoice
 Header that 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 can identify.
- "System Recognizable Data Element" means a data element that is consistently included within the Invoice Header and is clearly labeled and not embedded within any text string like a description field.

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 validates or inputs the following data fields into the Invoice Processing service:
 - Header level: Vendor name, invoice number, invoice date, invoice total, invoice owner, tax fields, and PO Number.

For the Professional Edition of the Service:

- SAP Concur validates or inputs the following data field into the Invoice Processing service: Currency
- The Customer can elect to have the following additional fields captured: invoice tax total, invoice shipping total, invoice owner, tax fields, and PO number.
- o **Line Item level:** Unit price, quantity, description, line total, tax fields.
 - For the Professional Edition of the Service, SAP Concur validates or inputs the following data fields into the Invoice Processing service: part number, description, quantity, tax fields, and unit price.
- An average of five line items per invoice are included in Invoice Line Item Capture. Line items in excess of that incur an incremental charge. The incremental charge is calculated based on the greater of:
 - The actual invoice count in excess of the base invoice count for Invoice Line Item Capture, or
 - 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 are 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 are charged an incremental fee.
- Single invoices exceeding 40 line items are processed as a single line item, capturing only the invoice total. All utility (electricity, gas, cable, and so forth) invoices are also processed as a single line item.
- All other actions outlined for Invoice Capture 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 attempts to match the Invoices to the appropriate Purchase Order.

7.15 Company Bill Statements

Company Bill Statements is available only with the Professional Edition of the Service.

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 the Customer known as a Statement Report. The Statement Report allows for the establishment of predefined 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 that includes the following extended services, which can be individually ordered.

7.16.1 CONCUR SALESFORCE CONNECTOR

The Salesforce Connector is a noncustom, 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 the Customer's Salesforce instance determines 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 the Customer's Ariba Network procurement system to support a noncustom, real-time integration that allows the 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, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.3 CUSTOM CONNECTOR - HOSTED

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

7.16.4 CUSTOM CONNECTOR – HOSTED FOR INVOICE PROCESSING

Custom Connector – Hosted for Invoice Processing is an extended service that can be ordered under the Invoice Processing service type for an additional fee. The Custom Connector – Hosted for Invoice Processing extended service provides for the hosting of a custom connector by SAP Concur on behalf of the Customer.

7.16.5 CONCUR CONNECTOR FOR QUICKBOOKS® OR QUICKBOOKS® INTEGRATION

The Concur Connector for QuickBooks® or QuickBooks® Integration connector is available only with the Standard Edition of the Service.

The Concur Connector for QuickBooks® or QuickBooks® Integration connector can be ordered under the Expense, Travel & Expense, and Invoice Processing service types. Each connector is a noncustomconfigurable, packaged financial connector providing integration between Customer Data and QuickBooks Pro®, Premier, and Enterprise desktop versions and QuickBooks Essentials and Plus online versions in the United States, Canada (a US version of QuickBooks is required for Customers located in Canada), and in certain circumstances, the United Kingdom. The connector requires the use of the Intuit



Partnership Platform to exchange data. Any lack of availability of the Intuit Partnership Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.6 SAGE® ACCOUNTING INTEGRATION

The Sage® Accounting Integration is available only with the Standard Edition of the Service.

The Sage® Accounting Integration extended service can be ordered under the Expense or Travel & Expense service types for an additional fee. The Sage Accounting Integration connector is a noncustom configurable, packaged financial connector providing integration between the SAP Concur Service and the Sage Business Cloud Accounting Platform. The connector requires the use of the Sage Business Cloud Accounting Platform to exchange Customer Data between the SAP Concur Service and the Sage Business Cloud Accounting Platform. Any lack of availability of the Sage Business Cloud Accounting Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.7 SAGE® ACCOUNTING INTEGRATION FOR INVOICE PROCESSING

The Sage® Accounting Integration for Invoice Processing is available only with the Standard Edition of the Service.

The Sage® Accounting Integration for Invoice Processing extended service can be ordered under the Invoice Processing service type for an additional fee. The Sage Accounting Integration for Invoice Processing connector is a noncustom configurable, packaged financial connector providing integration between the SAP Concur Service and the Sage Business Cloud Accounting Platform. The connector requires the use of the Sage Business Cloud Accounting Platform to exchange Customer Data between the SAP Concur Service and the Sage Business Cloud Accounting Platform. Any lack of availability of the Sage Business Cloud Accounting Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.8 XERO™ ACCOUNTING INTEGRATION

The Xero™ Accounting Integration is available only for Customers with the Standard Edition of the Service.

The Xero™ Accounting Integration extended service can be ordered under the Expense or Travel & Expense service types for an additional fee. The Xero Accounting Integration connector is a noncustom configurable, packaged financial connector providing integration between the SAP Concur Service and the Xero Accounting Platform. The connector requires the use of the Xero Accounting Platform to exchange Customer Data between the SAP Concur Service and the Xero Accounting Platform. Any lack of availability of the Xero Accounting Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.9 XERO™ ACCOUNTING INTEGRATION FOR INVOICE PROCESSING

The Xero™ Accounting Integration for Invoice Processing is available only with the Standard Edition of the Service.

The Xero™ Accounting Integration for Invoice Processing extended service can be ordered under the Invoice Processing service type for an additional fee. The Xero Accounting Integration for Invoice Processing connector is a noncustom configurable, packaged financial connector providing integration between the SAP Concur Service and the Xero Accounting Platform. The connector requires the use of



the Xero Accounting Platform to exchange Customer Data between the SAP Concur Service and the Xero Accounting Platform. Any lack of availability of the Xero Accounting Platform due to scheduled maintenance, unscheduled outages, or otherwise, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.10 CONCUR INTEGRATION FOR ADP

The Concur Integration for ADP is an extended which can be ordered under the Expense service type for an additional fee. The Concur Integration for ADP is a noncustom configurable, packaged financial connector providing integration between the SAP Concur Service and the HR ADP Workforce Now and Vantage systems. The connector requires the use of the Customer's applicable ADP Workforce Now and/or Vantage systems to exchange Customer Data between the SAP Concur Service and the Customer's applicable ADP Workforce Now and/or Vantage systems. Any lack of availability of the Customer's applicable ADP Workforce Now and/or Vantage systems due to scheduled maintenance, unscheduled outages, or otherwise, affects the Customer's ability to exchange data and the processing speed of the connector.

7.16.11 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 the 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 the Customer's applicable financial accounting system.
- Each Financial Connector can be scheduled to post expense reports from the Service to the Customer's applicable financial accounting system multiple times each day to ensure timely data synchronization.
- SAP Concur monitors and assists in the resolution of errors related to the posting of expense reports from the Service to the Customer's applicable financial accounting system, working with the Customer when necessary.
- SAP Concur makes changes to the Financial Connector in order to accommodate modifications to the SAP Concur Service:
 - Made by SAP Concur, or
 - Made by the 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 can 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 the 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. For the Standard Edition of the Service, a separate Connector may be required for each of the Customer's NetSuite instances. The Connector can be scheduled to post expense



reports from the Service to the Customer's NetSuite system multiple times each day to ensure timely data synchronization.

 Integration with Other Financial Systems: SAP Concur may provide additional Financial Connectors to prequalified 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 makes the following available to the Customer:

- Access to the Concur APIs using API Keys issued by SAP Concur
- Training and support services as set out below

The 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 **DEFINITIONS**

For purposes of Client Web Services, the following terms have the meanings specified below:

- "API Keys" means the API keys, access tokens, account numbers, and other access credentials issued by SAP Concur to the 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:
 - The hours of 8:00 a.m. Monday to 5:00 p.m. Friday, excluding SAP Concur holidays, per the Customer's Processing Time Zone if such Processing Time Zone is Eastern Time, Central Time, or Pacific Time.
 - The hours of 9:00 a.m. Monday to 5:00 p.m. Friday, excluding SAP Concur holidays, per the Customer's Processing Time Zone if such Processing Time Zone is Greenwich Mean Time.
 - The hours of 9:00 a.m. Monday to 5:30 p.m. Friday, excluding SAP Concur holidays, per the 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 the
 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, instructions, and other documentation made available by SAP Concur to the Customer under the Agreement in connection with Client Web Services (excluding the Sample Code), which provide the 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.
- "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 the 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 the 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 the Customer under the Agreement in connection with Client Web Services related to
 each Concur API, to be incorporated into the Customer Software.
- "SAP Concur Servers" means the SAP Concur internet servers and networks made available by SAP Concur to the Customer to use the Concur APIs.
- "SAP Concur Software Development Kit" means the Sample Code, Code Library, or other tools that 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.

7.17.2 SAP CONCUR'S PERFORMANCE

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

- Activates the web services module and assists with enabling the selected Concur APIs.
- Provides a temporary "sandbox" development and testing environment (the "Test Environment") as deemed necessary by SAP Concur, provided that:
 - SAP Concur reserves the right to deactivate the Test Environment after deploying the Customer Software to the production site.
 - SAP Concur makes no representation that the performance of the Test Environment mirrors the performance of SAP Concur production sites.
 - The Customer understands that certain features and functionality present in SAP Concur production sites may not exist in the Test Environment.
- Engages with the Customer via phone for a one (1) hour knowledge transfer session designed to introduce the selected Concur APIs, user documentation, and Sample Code.
- Provides the Customer's designated contact with notice six (6) months in advance of any change required in the Customer Software.
- Provides revisions to the Concur APIs to the Customer by at least one of these methods:
 - Email to the Customer's email address registered with SAP Concur
 - Posting the revised Concur APIs to a webpage or server designated by SAP Concur
 - Notifying the Customer through such other method as SAP Concur may specify to the Customer from time to time
- Provides case-based support to the Customer's designated contact. Support tickets are assigned to an SAP Concur designated representative within forty-eight (48) Business Hours of receipt by SAP Concur Support.
- Helps to identify the source of any CWS Incident reported to SAP Concur Support by the Customer, and if SAP Concur determines that a CWS Incident exists, works with the Customer to resolve such CWS Incident.
- On the Customer's request, provides the Customer or its designated contact with best practice recommendations for using the Concur APIs.



SAP Concur can 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 can be reasonably updated by SAP Concur from time to time. Without limiting the foregoing, SAP Concur can suspend or cancel any or all the Concur APIs immediately, with or without notice to the Customer, in the event of an actual or reasonably suspected security breach or threat.

7.17.3 CUSTOMER'S PERFORMANCE

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

- The 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 the
 Customer's not performing updates to its applicable interfaces in order to support revisions and new
 releases of the Concur APIs.
- The Customer must use and maintain all Modified Code using the Concur APIs, unless otherwise stated in the SAP Concur Software Development Kit.
- The Customer must ensure that it does not directly or indirectly:
 - O 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.
 - Interfere with the features or functionality or otherwise harm the SAP Concur Service, including the Concur APIs.
- The Customer is responsible for the performance of any custom integration with its systems.
- The 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.
- The Customer must 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 available only with the Professional Edition of the Service.

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.
- Expense entry capabilities that include manual, multiline 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 within the SAP Concur mobile app that can be ordered by the Customer for use with the Expense or Travel & Expense service types.

The Drive extended service includes the following:

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

7.20 Concur Locate – Add-on

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

The Concur Locate service enables the Customer to identify and confirm the location of all users who are assigned the Concur Locate attribute ("Registered Users") and communicate with them during unplanned or routine events.

Concur Locate consists of the following functionalities:

- Import of data:
 - Import of profile, booking, TripLink®, and Concur Request data that are available in the Concur Travel & Expense database.
 - o Import of booking data from other data sources for a fee per data source as specified in the applicable ordering document (for example, 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 the Customer administrators for the Concur Locate service ("Locate Administrators").
- Ability to configure functionality that 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 appear 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 (two-way messages) to Registered Users, messages are
 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 fileexport file process.
- Ability for the Locate Administrator to send Registered Users one-way or two-way messages via supported delivery methods (for example, email 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).
 - A Registered User's ID (Registered User's email 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 nonautomated
 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 the Customer to use keywords to be used for automated responses to Registered Users.
 When a keyword is used, the relevant response is automatically 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 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 that will put them in the same location as the risk event within the next forty-eight (48) hours.
 - An impact email is sent to the designated email address or addresses with a description of the risk event and a listing of all affected Registered Users.
 - Automated delivery of the risk event directly to each affected 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 affected Registered Users receive a copy of the risk event via SMS messaging.



- Ability for the Customer to deliver automated pre-travel advisory ("PTA") emails and review delivery status of past PTA emails. With respect to PTA emails, the following applies:
 - The PTA emails are branded with the SAP Concur logo and name.
 - The Customer can define the number of days before departure that the PTA email is sent.
 - The Customer can define risk-level threshold (1-5 scale) that results in the delivery of a PTA email.
 - o The Customer can view a report of sent PTA messages, which includes failed email delivery.
 - The Customer can define the email subject line.
- Access to functionality that 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 can be made available to the 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 nontravelling Registered Users.
 - o Registered Users can complete a Location Check-In using the SAP Concur mobile app.
 - Within the mapping functionality, use of "place of work" as a selection criteria for communication to Registered Users. Registered Users also appear 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 the Customer has ordered Concur Request)

7.20.1 ADDITIONAL TERMS

Additional terms are shown below.

- The Customer acknowledges and agrees that the use of short message transmission services, also known as SMS messaging or text messaging (collectively, "SMS messaging") and email, 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 email 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. The Customer further understands and agrees that it should not in any way rely on SMS messaging or email 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 the 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.
- The Customer acknowledges that messages are 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.

- The Customer acknowledges that, due to local laws or regulations, SAP Concur may, from time to time, be unable to deliver SMS messages or email into a given country (for example, whitelisting or foreign origination messages), in which case SAP Concur is not responsible for any such nondelivery.
- The Customer acknowledges that it must not use the Concur Locate service for transmitting messages to any individual or Registered User that:
 - The Customer does not have a legal right to send such messaging to or who has revoked or otherwise have not agreed to receive such messaging from the Customer (with the exception of mandatory emergency messages relating to safety and security of individuals, including Registered Users).
 - 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 that SAP Concur may have provided to Registered Users, or outside the scope of notice provided by the Customer if the Customer has agreed to provide such notices.
- The Customer acknowledges that it is the 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 the Customer's
 legal and contractual obligations, before sending or directing SAP Concur to send any messages
 under the Concur Locate service.
- The Customer acknowledges that if it receives any complaints from a Registered User regarding the 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. The Customer further agrees that in the event SAP Concur receives a request from a Registered User, either directly from Registered User or through the Customer, to revoke the Registered User's consent to receive SMS messages relating to the Service, then SAP Concur is 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 the Customer.
- The Customer must 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 (for example, departed employees)
 related to a Registered User.

7.20.2 Service Level commitments for Concur Locate

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

7.20.3 **DEFINITIONS**

For purposes of Concur Locate, the following terms have the meanings specified below:

• "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 the Customer's Processing Time Zone.



"Concur Locate Service Availability" means the percentage of total time in a given calendar month
during which the Concur Locate service is available to the 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.

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

- "Excused Downtime" means, collectively:
 - Downtime to perform routine planned maintenance during the SAP Concur standard maintenance windows (which windows must not exceed two [2] hours per week and must not occur from 6:00 a.m. Monday to 10:00 p.m. Friday, per the Customer's Processing Time Zone),
 - Scheduled downtime approved in writing by the Customer, or
 - o Downtime due to any factors beyond SAP Concur's reasonable control.

SAP Concur will provide the Customer with notice of scheduled downtime at least seventy-two (72) hours in advance of such downtime.

• "Processing Time Zone" means, for a given Customer, a single overnight processing time zone selected for the Customer for the Service, which time zone may be Eastern Time, Central Time, Pacific Time, Greenwich Mean Time, or Australian Eastern Time.

7.20.4 SERVICE AVAILABILITY

Following commencement of the Service for the Customer and for so long as the Customer orders the Concur Locate service under the Agreement, SAP Concur will achieve at least ninety-nine and one-half percent (99.5%) Concur Locate Service Availability. The Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above is as follows:

- For a failure in a given month, such remedy is the Customer's right to receive a five percent (5%) credit against its recurring fees for the Concur Locate service on the next invoice period, and
- In addition to the remedy set forth in the clause above, for a failure in any four (4) months in any twelve (12) consecutive month period, such remedy is the Customer's right to terminate the Concur Locate service, by delivery of a written notice of termination, and such termination is effective as of the date of such notice.

7.20.5 CLIENT SUPPORT SERVICES FOR CONCUR LOCATE

- Support Service Availability: Customer can access SAP Concur Support 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 is not 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 workaround 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 affecting at least twenty
 [20] users or ten percent [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 (for example, issues originating outside of the SAP Concur firewall).
- Client Support Service Level: Following beginning of the service and for so long as the Customer
 orders the Concur Locate service under the Agreement, SAP Concur will achieve the following for
 the Concur Locate service:
 - Client Support Service Responsiveness: On receipt of an Incident notification, an SAP Concur technical support representative replies to the applicable Locate Administrator to discuss an Incident within one hour for a P1 Incident, within two Business Hours for a P2 Incident, and within eight 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 targets resolution of the Incident within two hours for a
 P1 Incident, within two days for a P2 Incident, and within 14 days for a P3 Incident. If resolution
 requires development or configuration resources or engagement of third-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 the Customer wants to bring the Incident to the attention of SAP Concur management, the Customer can 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 the Customer support management and assigned staff for escalation. The Customer must not make such request until after an attempt to contact the assigned SAP Concur representative for resolution, and only if 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 consist of an Administration guide that provides step-by-step instructions for the most important tasks. Additional training can be provided for an additional charge.



7.21 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 does the following:

- Within 20 minutes of an Emergency Risk Incident being identified by SAP Concur's designated vendor:
 - Locates Registered Users using Concur Locate.
 - Uses two-way SMS communication to contact affected Registered Users impacted by the Emergency Risk Incident.
- Within 40 minutes of an Emergency Risk Incident communication, sends a detailed status report to the Customer Locate Administrator of any affected 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.
- Continues 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.

7.21.1 ADDITIONAL TERMS

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

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



7.22 Extract Services

Extract Services is available with the Professional and Standard Editions of the Service and subject to the Customer's configuration of the SAP Concur Service.

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 creates up to 15 Non-Historical extract file layouts. If Extract Services is purchased by the Customer, SAP Concur does the following:

- Develops Extract Files according to the Customer specifications in order to create and deliver import-ready files for the Customer target systems, which the Customer can then use for financial accounting, payment, remittance, attendee spend, or other similar services.
- Modifies the Extract Files at the Customer's request solely to accommodate modifications to the SAP Concur Service:
 - o Made by SAP Concur, or
 - Made by the 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.
- Adds new Extract File layouts to accommodate the Customer's modifications to the desired integration, provided the following:
 - o The Customer's written request is received by SAP Concur.
 - Such request for new integration(s) is based on:
 - A new target system,
 - An expansion of the SAP Concur Service, or
 - An expansion of the target systems to accommodate additional integration scenarios

7.22.1 ADDITIONAL TERMS

Additional terms are shown below.

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

7.22.2 DEFINITIONS

SAP CONCUR CONFIDENTIAL

For the purpose of Extract Services, the following terms 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 is either fixed width, delimited flat files, or structured files (for example, XML). In no event do Extract Files use or include images, such as .pdf or.jpeg.

• "Non-Historical" means that data contained in the extract file is data not previously provided in an accounting extract. Each run of an extract produces all transactions since the previous run of the same extract job.

7.23 Concur Detect

Concur Detect is an extended service component that can be ordered by the 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 third-party provider, AppZen, Inc.

Concur Detect:

- Automates the analysis, based on the Customer's policy, of an expense report submitted into the Expense Service.
- Assigns a risk rating of an expense report allowing the 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 the Customer policy
- The ability to compare expense report data against information from external public sources (for example, web sites and social media sites) to identify anomalies
- The ability to track user spending and violation patterns to detect anomalies
- Flagging of potential violations as defined by the Customer

7.24 Analytics

Analytics is available only with the Standard Edition of the Service.

Provided the Customer is using Analytics Essentials, the Analytics extended service can be ordered under the Expense, Travel & Expense, and/or Invoice Processing service types for an additional fee. The Analytics extended service provides the Customer with extended reporting functionality beyond the scope of the standard reporting functionality included with such service types (that is, Analytics Essentials).

The Analytics extended service consists of the following:

- Embedded analytics features within the Expense and Invoice Processing service type(s) for access to data within the Service
- Dashboard personalization
- Real-time alerts
- Ability to customize existing reports and dashboards
- Report scheduling



7.24.1 ANALYTICS REPORTING SERVICES

Analytics Reporting Services is available only with the Standard Edition of the Service.

Analytics Reporting Services is an extended service that can be ordered in connection with the Analytics extended service under the Travel & Expense, Expense, and/or Invoice Processing service types for an additional fee. Analytics Reporting Services assists the Customer to maximize the value of its data by integrating SAP Concur's best practice recommendations into its analytical strategies.

Analytics Reporting Services consists of the following:

- Access to an SAP Concur analytics consultant who is familiar with the Analytics extended service and
 the Customer's Service configuration to collect travel, expense, and/or invoice data (as applicable).
 After an introductory call between the Customer and an SAP Concur analytics consultant, the SAP
 Concur analytics consultant works with the Customer on an ongoing basis to support the Customer's
 data and analytical needs with respect to the Service, including:
 - Developing an analytical strategy for the Customer's organization based on best practices related to:
 - Where the Customer stands in the maturity of its travel and spend management program
 - The Customer industry, geo-location, size, and business requirements
 - Recommending Analytics extended service features in a way designed to maximize the value of the Customer's data and support the Customer's business decisions for key stakeholders.
 - Reviewing the Customer's travel and spending management policy(ies) and making recommendations to use data analytics in achieving the Customer's goals.
 - Providing targeted training for basic functionality, navigation, and features within the Analytics extended service.
 - Customizing standard report(s) and dashboard(s).
 - Developing new custom report(s) and/or dashboard(s).
 - Where feasible, recommending SAP Concur's best practice resolutions to the Customer's business cases in respect of its analytics requirements.
 - Scheduling regular meetings (as needed) to review progress towards goals defined in the Customer's analytical strategies.

7.25 Budget

Budget is an extended service that can be ordered under the Expense, Travel & Expense, and Invoice Processing service types for an additional fee.

Budget consists of the following:

- Ability for the 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

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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 enables the Customer to manage the following for Customer users:

- Mileage tracking 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
- Posting of FAVR mileage expenses into the Expense service type on a monthly basis.

Concur FAVR requires Customer users who 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. The Customer must also complete the registration and setup process with Motus, including establishing and maintaining 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 ADDITIONAL TERMS

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

- The Customer selects certain reimbursement parameters ("Parameters") within the Motus Service. The Customer's written approval of the Parameters and/or the Customer's reimbursement of its Customer users pursuant to such Parameters is deemed approval by the Customer of the Parameters.
- If the Customer requests Motus to make modifications to Parameters or selected Services, Motus may require additional fees to be charged by SAP Concur.
- Motus calculates each Customer user's variable reimbursement rate on a daily basis to continuously reflect the average price of fuel, maintenance, oil, tires, and other variable costs in each Customer user's geographic territory.
 - o 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 before the expiration of the associated retention cycle and can be updated more regularly based on each Customer user's annual mileage trend.



- The Customer's designated administrators can run reports via the Customer's "Report Center" in the Motus Service. Actual reports available in the Report Center can vary based on Parameters. Any reports requested by the 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 noncompliant
 Customer users, if any. Where applicable, an annual tax report is available that provides the portion,
 if any, of each noncompliant Customer user's reimbursement that must be treated as taxable
 income in accordance with IRS guidelines.
- Each Customer user's reimbursement rate is updated annually to reflect current Parameters. The
 Customer is notified by Motus of changes to information on which its Parameters are based,
 including without limitation insurance price updates and IRS-required model year changes to the
 standard base vehicle. Motus also collects 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.

7.26.2 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* apply to Concur FAVR:

- Customer support for the Motus Service is provided directly by Motus and consists of the following:
 - Customer users receive access to the Motus "Member Services Team" to answer any questions related to the program and the Motus Service, such as the Customer's Parameters and polices, as well as technical troubleshooting. The Customer's designated program administrator(s) receive access to the Motus Customer Care Team to answer any questions related to program administration and the Motus Services. The Customer's administrator(s) also works with the Customer Care Team to request any Parameter changes that the Customer may request from time to time. All changes to Parameters must be approved by Customer's designated program administrator. All the Customer user terminations, additions, and changes to the 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 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
 - Email support with response times within two business days



- Designated Customer Care Team customer care administrator with response times of:
 - Two (2) business days for standard requests
 - One (1) business day for escalated requests

7.27 Managed Rate Administration

Managed Rate Administration is available only with the Professional Edition of the Service.

Managed Rate Administration is an extended service that can be ordered under the Travel & Expense or Expense service types for an additional fee.

Managed Rate Administration includes access to one or more SAP Concur consultants who work with the Customer to support optimization of the following features (provided such features have been implemented and deployed as part of the Travel & Expense or Expense service types, as applicable):

- Travel allowances
- Mileage rates
- VAT configuration
- Taxability and deductibility

Support is provided in accordance with the Support Policy for SAP Cloud Services set forth in this Service Description Guide. Language support is available in English, German, French, and Spanish.

The SAP Concur consultant supports the Customer in the following activities:

- Updating existing rates for existing countries with respect to any above-listed feature activated in the Customer's production environment of the Expense or Travel & Expense service type, as applicable
- Updating and adding new configurations for existing countries with respect to any above-listed feature activated in the Customer's production environment of the Expense or Travel & Expense service type (as applicable), not to exceed forty (40) distinct configurations in total
- Updating new rates and/or configurations used within the Customer's production environment (or test environment, as applicable) of the Expense service type

By ordering the Managed Rate Administration extended service, Customer authorizes SAP Concur to do the following:

- Initiate, on the Customer's behalf, changes to the configuration of the Customer's existing travel allowances, mileage rates, VAT configuration, and taxability and deductibility features within the Expense or Travel & Expense service type
- Liaise, on the Customer's behalf, if applicable, with its designated Travel Management Company representative in response to service requests made by the Customer

7.28 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 the Customer.



8 Support policy for the services

8.1 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 refer to SAP Concur's "Preferred Care" offering. All references to "SAP" in the Support Policy for SAP Cloud Services mean "SAP Concur."

8.2 Service configuration change management process

8.2.1 **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 are 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 are 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 is applied.

8.2.2 PROCESS

- **Change initiation:** Either SAP Concur or the Customer can 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 is routed to appropriate representatives of both parties, who are 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 completion and execution of a Service Request. These representatives also involve others within their respective organizations in reviewing the change, as applicable. SAP Concur representatives assist the 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 cooperates in good faith to determine the estimated level of effort in terms of hours and fees for the requested change, as applicable.

8.3 Service requests

If the parties determine to move forward with the change, then the parties negotiate a mutually acceptable Service Request. Each Service Request is 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



8.4 Performance of work

A Service Request must be executed by both SAP Concur and the Customer before SAP Concur begins work associated with the desired change. Once the Service Request is fully executed by both parties, SAP Concur begins work in accordance with the terms of the Service Request. SAP Concur can rely on a Service Request that is signed by a representative of the 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 mean "SAP Concur." The Service, excluding any test, no fee, and/or nonproduction environment(s), is delivered in accordance with the service level commitments below.

9.1 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.

The 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. The Customer follows SAP Concur's posted credit claim procedure. When the validity of the service credit is confirmed by SAP Concur in writing (email permitted), the Customer can 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.

If SAP Concur fails to meet the System Availability SLA:

- For four consecutive months, or
- For five or more months during any twelve-month period, or
- At a system availability level of least ninety-five percent (95%) for one calendar month

The Customer can terminate its subscriptions for the affected SAP Concur Service by providing SAP Concur with written notice within 30 days after the failure.

9.2 Service responsiveness

Following beginning 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. The Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above is as follows:

- For a failure in a given month, such remedy is the 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
- In addition to the remedy set forth in the clause above, for a failure in any three months in any
 twelve-consecutive-month period, such remedy is the Customer's right to terminate the Agreement
 between the Customer and SAP Concur under which SAP Concur provides the Service, by delivery of
 a written notice of termination, and such termination is effective as of the date of such notice.



As used above:

- "Excluded Downtime" has the meaning given to it in the Service Level Agreement for SAP Cloud Services referred to in the System Availability SLA section, 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 the Customer, excluding Excluded Downtime.

9.3 Overnight job processing

If the 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 the Customer to SAP Concur by 6:00 p.m. (applicable Processing Time Zone) on a given business day: (1) SAP Concur will make the applicable financial extract files available for the Customer's retrieval by 5:00 a.m. (applicable Processing Time Zone) on the next business day, and (2) 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.

The Customer's exclusive remedy and SAP Concur's entire liability for any failure to achieve the service level described above is as follows:

- For a failure to achieve the service level described in clause (1) above at least one time per month in any three-consecutive-month period, such remedy is the 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.
- For a failure to achieve the service level described in clause (2) above at least one time per month in
 any three-consecutive-month period, such remedy is the Customer's right to receive a credit against
 its recurring fee for the Service the next invoice period equal to fine percent (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 Security

SAP Concur uses reasonable security technologies in providing the SAP Cloud Service and implements technical and organizational security measures set forth in the then-current SAP Cloud Security Framework, which is available to the Customer on request.

11 Analyses

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

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

- Product improvement (in particular, product features and functionality, workflows, and user interfaces) and development of new SAP Concur products and services
- Improving resource allocation and support



- Internal demand planning
- Training and developing machine learning algorithms
- Improving product performance
- Verification of security and data integrity
- 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 the Customer.

12.1 Reimbursement of expenses

The Customer is 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 Definitions

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

- "Annual Period" means each twelve-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 the
 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 the 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 the 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 are invoiced in advance of each Billing Cycle and
 the Incremental Transaction Fees, if any, related to the Transactions for which there are Recurring
 Fees are 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:
 - The applicable Base Transaction Fee specified in the applicable ordering document



 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 are invoiced in advance of each Billing Cycle, and the Incremental Transaction Fees, if any, are invoiced in arrears for the preceding Billing Cycle.

13.2 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 thus:

- For an Expense service type, an expense report (provided, however, that all submissions and
 resubmissions of a single expense report are 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.
- For a 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.
- For an Invoice Processing service type, a Payment Request (provided, however, that all submissions and resubmissions of a single payment request are counted as a single Transaction).
- For a Concur Request service type, a Concur Request
 - Concur Request—Standalone: A Concur Request; provided, however, that all submissions and resubmissions of a single request are counted as a single Transaction. Incremental fees are incurred when the Customer exceeds their Concur Request commitment.
 - Concur Request—Add-on: An expense report; provided, however, that all submissions and resubmissions of a single expense report are counted as a single Transaction. Incremental fees are incurred when the Customer exceeds their Expense or Travel and Expense commitment.

In addition, for the Travel & 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.

All other transactions types (and definitions) are shown in the table below.

13.2.1 TRANSACTION TABLE

Service description	Type of transaction
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
Central Reconciliation	A Concur Request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and resubmissions of a single Concur Request or expense report, as applicable, are counted as a single Transaction



Service description	Type of transaction
Company Bill Statements	A statement report; provided, however, that all submissions and resubmissions of a single statement report are counted as a single Transaction
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 does 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 does not count as a Transaction
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
Guaranteed Compliance Service	An expense report with respect to which SAP Concur performs an audit as reflected by the Service
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 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
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 are counted as a single Transaction
Concur Locate	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

14 Additional service names

Some services in this guide have previous or additional names. Those services are listed below.

Current service name in this guide	Previous or additional service name
Custom Connector - Hosted	formerly known as Concur Expense, custom-hosted integration
Custom Connector - Hosted for Invoice Processing	formerly known as Concur Invoice, custom-hosted integration
Expenselt	formerly known as Expenselt and Expenselt Pro
Invoice Processing	also known as Invoice

