

**COVER NOTE**

Dear Customer:

The California Consumer Privacy Act ("**CCPA**") went into effect in January 2020, and several other U.S. states are passing or considering privacy legislation. Coupa understands customers will require terms relating to CCPA and/or other new U.S. privacy laws. Accordingly, Coupa has taken a proactive approach and has created a US Privacy Annex to the Coupa Master Subscription Agreement (or similarly titled agreement). In case you have created your own CCPA form, kindly consider the following reasons why the parties should use this US Privacy Annex instead:

- Coupa offers a unified (one-for-all, all-for-one) SaaS model with thousands of customers across our platform and therefore Coupa needs to maintain consistent terms and processes across all our customer base.
- Negotiating multiple different customer forms to capture the details of the same offering is neither practical nor does it scale. It also takes us away from our core focus of providing valuable business spend management solutions.
- Coupa understands that compliance with the CCPA has become a priority for our customers. And, as such, Coupa's amendment is written to be reasonable for both parties and to simply acknowledge and track the requirements of the law, so it already contains the terms needed by our customers to demonstrate compliance.
- The US Privacy Annex is aligned with the Coupa MSA.

To avoid unnecessary and time-consuming negotiation, Coupa has designed the US Privacy Annex to be reasonable for all parties. We understand customers are concerned about CCPA and so this form contains the precise CCPA-required language. This US Privacy Annex also includes terms to ensure Coupa will assist customer to honor individual rights requests, such as deletion requests, including ensuring that customers are notified in case Coupa receives such requests directly from individuals.

Sincerely,

Coupa Software Inc.

[U.S. Privacy Amendment to follow]



U.S. PRIVACY AMENDMENT

This U.S. Privacy Annex ("**Amendment**") is executed as an amendment upon the date of the Customer's signature below ("**Amendment Effective Date**") by **Coupa Software, Inc. ("Coupa")** and the customer identified below ("**Customer**") to amend the Master Subscription Agreement (or similarly titled agreement) governing the use of the Coupa hosted applications by Customer (the "**MSA**").

This Amendment is incorporated into and subject to the MSA. If there is a conflict between this Amendment and the MSA, this Amendment shall control. Capitalized terms used but not defined in this Amendment will have the meaning provided in the MSA.

1. **Definitions.** For purposes of this Amendment only: (i) "**Personal Information**" means any information relating, directly or indirectly, to any identified or identifiable natural person or household, including but not limited to information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular natural person or household; (ii) "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means; (iii) "**Applicable Law**" means any U.S. privacy, security, breach notification, or other data protection laws applicable to Personal Information, including but not limited to the California Consumer Privacy Act, Cal. Civ. Code 1798.100 *et seq.*

2. **Requirements.** To the extent that Coupa collects or Processes Personal Information within Customer Data in connection with performing functions on behalf of Customer specified in the MSA and further to the extent applicable and required by Applicable Law, Coupa agrees as follows:

- a. Coupa shall use, disclose, or otherwise Process the Personal Information only to perform functions under the MSA or as otherwise required by law or agreed to in writing by Customer. Without limiting the generality of the foregoing, and subject to the terms and conditions herein, Coupa agrees it shall not: (i) sell the Personal Information; (ii) retain, use, or disclose the Personal Information for any purpose other than for the specific purpose of performing functions under the MSA, including retaining, using, or disclosing the Personal Information for a commercial purpose other than performing functions under the MSA; or (iii) retain, use, or disclose the Personal Information outside of the direct business relationship between Coupa and Customer. Notwithstanding the foregoing, Customer agrees that Coupa may, if otherwise permitted by Applicable Law and subject to Coupa's confidentiality obligations hereunder, Process Personal Information as permitted in California Code of Regulations (C.C.R.) 999.314(c). Coupa hereby certifies that it understands the restrictions set forth in this section and will comply with them.
- b. Coupa shall reasonably assist Customer to comply with Applicable Law, including but not limited to providing reasonable assistance honoring individual rights requests as necessary for Customer to comply with Applicable Law. In the event Coupa receives any requests relating to Personal Information directly from an individual in connection with the MSA, Coupa shall direct the individual to Customer, promptly notify Customer of the request, and reasonably assist Customer to respond to such request.
- c. Coupa shall maintain reasonable security measures to protect Personal Information within Customer Data in accordance with the MSA.

3. **Effect and Acknowledgement.** Except as herein modified, all of the terms and conditions of the MSA are in full force and effect without modification or change.

[signature page to follow]



ACKNOWLEDGED AND AGREED TO:

Customer Legal Entity Name:

("Customer")

Address

Signature

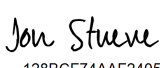
Name

Title

Date

Coupa Software, Inc. on its own behalf and as agent for and on behalf of Coupa Affiliates who are Processing Personal Information in connection with performing functions on behalf of Customer specified in the MSA

1855 S. Grant Street., San Mateo, CA 94402, USA

DocuSigned by:

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Jon Stueve

Chief Legal Officer