STATEMENT OF WORK - Terms



This Statement of Work ("**SOW**") states the professional services ("**Services**") to be performed by Coupa Software Inc. ("**Coupa**") for the customer set forth below ("**Customer**"), in support of a Coupa spend management deployment. This SOW shall be governed by the terms and conditions of the Master Subscription Agreement ("**MSA**") between Coupa and Customer. In the event of a conflict between this SOW and the MSA, the terms and conditions of the MSA shall prevail, unless explicitly agreed otherwise herein.

CUSTOMER & PROJECT SUMMARY			
Customer	County Of San Mateo	Coupa SOW ID	168041
Address	555 County Center 4 th Floor Redwood City, CA 94063	Start Date	November 18, 2024
Send Invoices To	PNEnriquez@smcgov.org	End Date	January 31, 2026
PO Number		Coupa Contact	Chirag Shah
Customer Contact	Patrick Enriquez	E-mail	Chirag.shah@coupa.com
E-mail	PNEnriquez@smcgov.org	Phone	
Phone			
Expiry Date: Unless ex End Date.	plicitly agreed through a Change Orde	r, this SOW expires within th	nirty (30) calendar days of the

Payment Terms: Customer shall pay each invoice properly issued by Coupa within Thirty (30) calendar days after the invoice date.

1. FEES AND EXPENSES

TOTAL PROJECT BUDGET & SCOPE	
Coupa Services as stated in <u>Schedule A</u>	815,000.00 USD
Total Services Fee	815,000.00 USD



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TOTAL ESTIMATED TRAVEL		
	Estimated Travel as stated in Schedule A, Section I	55,000 USD

MILESTONE	TARGET INVOICE DATE	PAYMENT
Invoice #1 – Signed SOW	At Signature	\$250,000
Invoice #2 – MODEL - Design Review	February 28 2025	\$150,000
Invoice #3 – MODEL Configuration Review	March 30 2025	\$100,000
Invoice #4 – VALIDATE - SIT Completion	April 30 2025	\$100,000
Invoice #5 – VALIDATE - UAT Completion	May 31 2025	\$100,000
Invoice #6 – DEPLOY - Hypercare	July 30 2025	\$115,000
	Total	\$815,000
Please refer to the Milestone deliverable	es in Schedule A, Section F for more information.	1

Optional Add On Services

The Customer may choose to exercise the following services during the SOW timeframe. Coupa will issue an Addendum (Coupa Change Order) to this SOW to incorporate the additional scope and provide an updated fee structure.

Service Description & Scope	Planned Fee	Associated Travel Fee	Total Impact
 Additional Supplier Enablement Services 5 - cXML Supplier enablement with Coupa (\$5,950.00 per supplier) 200 CSP or SAN Suppliers enablement (\$23,650 per 100) 	\$78,000	\$0	\$78,000
 Marketing Videos 4 - Create marketing videos to support change management (\$5,000 each) 	\$20,000	\$0	\$20,000
 Onsite/Virtual Training Service 12 - Training Sessions of 1.5 hours each to be conducted onsite or virtual. 	\$9,000	\$9,000	\$18,000



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 Customer may decide on the delivery of training at the time of exercising option. Onsite training subject to the associated Travel Fee In person training is limited to a maximum of 20 attendees. Virtual training session has no limit to the maximum number of attendees. 			
 Wave 2 – County of San Mateo Led Implementation Rollout Coupa Professional Services to support the Customer with wave 2 rollout. Wave 2 will be for the next set of entities determined in the plan. Assumes support for 12 weeks Up to 2 onsite for up to 2 resources 	\$143,000	\$9,000	\$152,000
 Wave 2 – Change Management Services Coupa to provide Communication of enablement program Assumes support for 12 weeks 1 Onsite for up to 2 resources 	\$78,000	\$3,000	\$81,000
Total Optional Impact	\$308,000	\$21,000	\$349,000

TOTAL PROJECT BUDGET NOT TO EXCEED	
SCHEDULE A + All Optional Services issued via Change Order	1,164,000.00 USD

The Not To Exceed value may be adjusted through a mutually executed addendum (change order) signed by Customer and Coupa.

Unless otherwise agreed, Services will be delivered remotely. Pricing assumes that Services will be performed during normal business hours (Monday – Friday excluding public holidays).

The fees as stated in this SOW do not include charges for Coupa's travel and subsistence expenses. Customer shall reimburse Coupa for travel and subsistence expenses incurred by Coupa personnel. Coupa shall seek and obtain written approval from Customer before incurring such expenses, which will be invoiced monthly in arrears.

In exchange for the Services, Customer agrees to a fixed fee for Services. This fee will be invoiced in conjunction with the payment schedule above. Customer shall pay each invoice issued by Coupa as per the Payment Terms. Customer shall pay any and all applicable taxes incurred as a result of or otherwise in connection with the Services. Any applicable taxes to be collected by Coupa shall be invoiced as a separate item. If Customer is tax exempt, Customer shall provide Coupa with a legally sufficient tax exemption certificate for each taxing jurisdiction, and Coupa shall not charge Customer any taxes from which it is exempt.

2. SCOPE OF SERVICES; ADDENDUM (CHANGE ORDER)

The scope ("**Scope**") of the Services is limited to the tasks expressly stated in <u>Schedule A</u>. The configuration of the Coupa platform will include features and functionality that are currently commercially available at the time of the configuration phase.

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PROFESSIONAL SERVICES

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After contract execution, any tasks requested by Customer not expressly stated in <u>Schedule A</u> will require a change order ("Change Order"). A Change Order includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees associated with the Change Order. Coupa will submit the Change Order to Customer for review and execution.

3. GENERAL ASSUMPTIONS

- a) The Services do not include subscriptions to Coupa's proprietary software, which must be obtained separately.
- b) All Services will be deployed on Customer's Coupa instance, which shall remain current with Coupa's auto-update product release program set forth on <u>https://success.coupa.com/Success/Release_Management</u>.
- c) Documentation to be delivered will be in electronic format.
- d) Scope in this SOW is limited to languages supported natively in the Coupa platform at the time of the configuration phase. No custom language translations are included in the scope of work.
- e) Coupa's SFTP servers will be used to exchange flat files. All inbound and outbound integration files over SFTP will be changed record data files only after the initial load has been completed.
- f) Customer agrees to engage all its suppliers in regions where the Coupa procurement platform is being rolled out with valid emails in 3 distinct waves, no earlier than 1 month before go-live, with the purpose of encouraging the Customer's suppliers to register into the Coupa Supplier Portal, to help the Customer optimize current and future value from the Coupa platform.
- g) Unless agreed explicitly in <u>Schedule A</u> of this SOW, amendment of Customer data, both deletion and correction, are not in scope of this SOW.

	County Of San Mateo	Coupa Software Inc.
Name		John Ciaccio
	David J. Canepa Resolution No. 080729(a)	
Title		SVP Commercial Finance
	Vice President, Board of Supervisors	
Signature	Dal.J. Grepa	John Ciaccio
Date	November 12, 2024	A1D700DC3156423 10/21/2024

4. SIGNATURES



SCHEDULE A: SCOPE

Capabilities	Open Business Network (CORE-OBN) Invoicing (CORE-Invoicing) SpendGuard(CORE-SpendGuard), Risk and Performance Management • Risk Aware (RPMA-Risk Aware) • Supplier Information Management (RPMA-SIM)
Geographies	United States – California
ERP Integration	Central Square
Capabilities Out of Scope	Without limitation: Analytics, CCW, CLMA, CLM, CORE-Archiving, CORE- Compliant Invoicing, CORE-Coupa Store Front, CORE-Expenses, CORE- Integrations Only, CORE-Inventory, CORE-InvoiceSmash, CORE- Procurement, CORE-Services Maestro, CORE-Sourcing, CORE-Tax Engine Integration, CSO, MGED-Supplier Services, Pay-Digital Payments, Pay-Early Pay Discounts, Pay-Expense Payments, Pay-Virtual Card Optimization, RPMA-Risk Assess, SCDP-Data Guru, SCDP-Ilama.ai, SCDP-Optimiza, SCDP-SCG, SCDP-SCGx, CTM-Trade & Risk, CTM- Multilateral Netting, CTM-Treasury
Types of Spend	Indirect

SSO	In Scope
Sandboxes in Scope	2

A) Project Summary

The County of San Mateo is embarking on a journey on AP Automation. They will use a combination of Coupa products and Relish products (Data Assure, Invoice.AI) to reduce the touch points by their AP Resources.

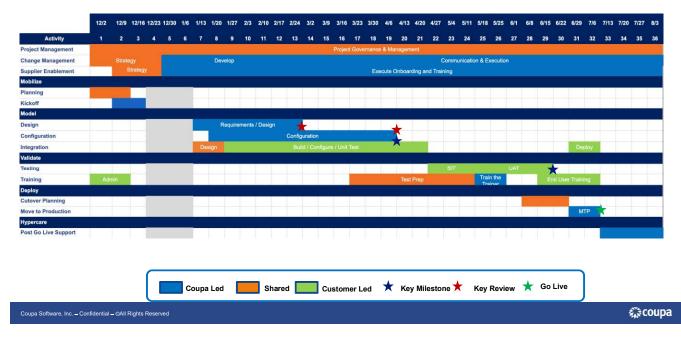
The proposed Implementation timeline is subject to change and will be mutually agreed upon by the Customer Project manager and Coupa Engagement Manager. The timeline is in accordance with Coupa's Implementation scope defined above; Customer Specific activities related to the implementation may require additional time, which has not been accounted for.

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Proposed Implementation Timeline – Updated



B) Project Scope

Specification	Description	Detail
Platform		
	oss all modules of configuration as determined in implementation design s on, forms, user experience, financial setup, ERP mapping, automation, rep	
	Configuration of customer reporting views to support Customer report requirements	Up to 15
Reporting Views		
Invoicing		
	Invoicing configuration as determined in implementation design sessions document types, invoicing channels, taxes, invoice matching, approvals, ex eporting.	
Supplier Enablement		



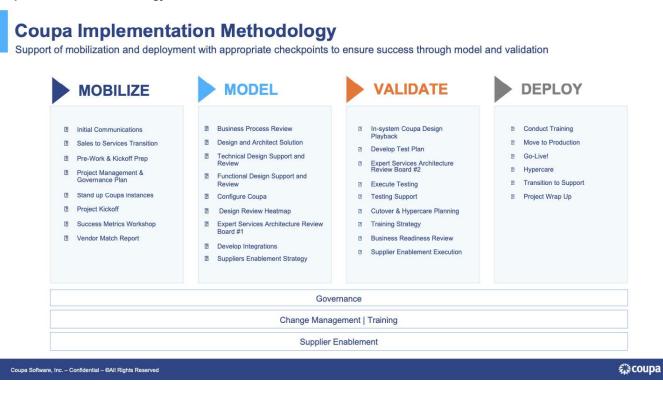
cXML PO / Invoice Enablement	Supplier training, support, and enablement of onboarding activities related to cXML, PO and Invoice	5 Suppliers
CSP/SAN Suppliers	Direct enablement of 1:1 supplier training, support, and enablement of onboarding activities related to Coupa Supplier Portal or Supplier Actionable Notifications	200 Suppliers
SpendGuard		
	Spend Guard configuration as determined in implementation design ses ashboard & workflow permissions, user attributes, approvals, and trigger	
SpendGuard App Support	Enablement of SpendGuard use cases for: Invoicing	Included
RPM – Supplier Informa	tion Management	
	SIM configuration as determined in implementation design sessions: glo response, internal updates, approvals, payment information, and integra	
	Configuration of forms supporting the following actions:	Up to 4
SIM Forms and Sub Forms	 New Supplier Request (Internal) Supplier Update (External) New Supplier Request – Inline Only (Internal) Supplier Update – Searchable (Internal) 	
RPM – Risk Aware	1	
	Coupa Risk Aware configuration as determined in implementation desig or risk aware, risk score components, standard roles, custom roles, risk report needs.	
Change Management		
	mplementation Expertise and Change Management services on behalf on the services of the services	
Key Deliverables		
Draft communicatioDevelop content	ns hics produced.	



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Training Sessions will be completed by the Customer

C) Implementation Methodology



D) Implementation Activities and Responsibilities

R: Responsible	Party will be responsible for the delivery of this activity
A: Accountable	Party will be accountable for delivery of activity
C: Consult	Party will provide guidance or support to complete activity
I: Informed	Party will be informed on decision made from this activity

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PROFESSIONAL SERVICES

Activity	Details	Coupa	Customer
Mobilization and Pro	ect Management		
Project Setup	Establish project organization and governance model	R/A	R/A
	Project setup of the environments as defined in the project summary	R/A	
	Conduct project kickoff, summarize project scope and required training with all involved parties.	R/A	R
	Ensure that the required resources attend Coupa Certification training. Training is delivered by Coupa University.	С	R/A
Business Outcome Workshop	Perform a business outcome workshop and identify key performance indicators required to monitor and define the success of the Customer's spend management initiative.	R/A	С
Project Management	Define a mutually agreed project plan and related staffing plan containing activities to address this Statement of Work	R/A	R/A
	Schedule project meetings and workshops Steering Committee 	R	R/A
	Project Team Meeting		
	Progress to Plan		
	Business Readiness Review		
	Provide status update on project related tasks	R	R
	Creation and distribution of project updates of Coupa Implementation	R/A	R
	At Go-Live, Facilitate the transition to Coupa Value Services team	R/A	С
MODEL			
Business Process/Functional	Workstream lead will conduct a deep dive demo and core team training of the Coupa modules in scopes	R/A	С
Support	Lead solution design workshops for modules in scope	R/A	С
	Provide Coupa Platform Expertise including best practices, lessons learned, capabilities of the Coupa platform, and guidance on how the decisions will impact future decisions	R/A	С
	Review current state processes and collaborate to define future states processes	R/A	R
	Capture process requirements and document within configuration design workbooks	R/A	С
	Review and sign off on business requirements and related configuration workbooks	С	R/A
	Capture Integration requirements based on the integration details section.	R/A	R



Solution Architecture	Perform Enterprise landscape and technical architecture workshop(s)	R/A	R
	Finalize technical architecture and identify integration methods	R	R/A
Application Configuration	Configure and define Coupa data model for the required objects in scope.	R/A	С
	Complete process-related configuration in test instance as defined in the solution configuration workbooks.	R/A	С
	Provide and gather master data required for configurations	С	R/A
	Upload master data	R/A	С
	For each iteration in scope, perform a configuration walkthrough and gather feedback	R/A	R
	For each iteration in scope, Apply configuration changes based on the feedback	R/A	С
Integration	Provide Integration orchestration document with details on integration capabilities, API calls, schemas and end-to-end process definitions for each interface.	R/A	С
	Document and define integration design documents and field mappings/translations required.	С	R/A
	Complete applicable integration configuration to support scope. (ie, Tax Engine, Call Outs)	R/A	С
	Provide technical integration expertise (flat file, API) and support related testing cycles.	R/A	С
	Define and configure SSO requirements.	R/A	R
	Schedule required integration jobs in Coupa's back end	R/A	С
	Build and Unit test applicable integrations	С	R/A
Supplier Enablement	Provide supplier data extract	С	R/C
	Perform supplier matching exercise to identify suppliers enabled in Coupa	R/A	Ι
	Support the definition of supplier enablement strategy to maximize supplier automation through Coupa	R/A	R
	Execute supplier enablement strategy	R/A	R
	Complete onboarding activities for the identified suppliers in the project scope	R/A	С
Architecture Review Board	Conduct two Architecture Reviews of solution design and final configuration. This is to ensure design and configuration is aligned to Coupa best practices. Coupa will identify and mitigate risks in the project's overall configuration.	R/A	С
Testing Phase	Provide subject matter expertise and guidance to the customer project team during their creation of the user acceptance test plan and cases.	R/A	С



	Develop the test strategy and plan document to capture the end user testing approach	С	R/A
	Implementation Train the Trainer by Coupa Services	R/A	С
	Execute system integration testing (SIT)	С	R/A
	Support defect and issue resolution for system integration testing	R/A	R/A
	Execute UAT per agreed test plan	С	R/A
	Support defect and issue resolution for UAT	R/A	R/A
	Provide sign off after SIT and UAT	С	R/A
DEPLOY			
Move to Production	Provision production environment and initial setup	R/A	С
	Create a move-to-production checklist and timeline	R/A	R/A
	Perform master data loads in production.	С	R/A
	Complete move to production activities	R/A	R
	Execute change management communication activities related to rollout.	R/A	R/A
	Move integrations developed by Customer to Production	С	R/A
Hypercare	Meet with the customer project manager on an as needed basis to answer questions and review issues for the weeks as defined in the project scope section.	R/A	R
	Handover of functional and integration elements of implementation to support alongside a transition call with Support + End Customer	R/A	С
CHANGE MANAGEME	NT	I	
Discover (Mobilize)	Identify 8-10 people to interview for change preparation	С	R/A
	Perform 8-10 targeted interviews to learn the history of change initiatives, what is needed for this change, and how people are generally feeling about the change.	R/A	С
	Create a vision for the change.	R/A	С
	Perform initial risk analysis and provide a risk mitigation document.	R/A	С
	Educate team on common change levers used within change	R/A	
	programs. (Process, Policy, People, Organization, Culture, Technology, Metrics, Data)		
		R/A	С
	Technology, Metrics, Data) Determine success metrics for the program and provide a formal	R/A R/A	C
	Technology, Metrics, Data) Determine success metrics for the program and provide a formal document. Work closely with the Coupa and Project team to understand and		C I C



	Create initial key messaging for the program.	R/A	С
	Draft initial awareness communications.	R/A	С
	Review and approve key messaging and communications.	С	R/A
	Gather users of system by location	С	R/A
Design (Design Phase)	Attend and add strategic advice to the design sessions on change levers within Coupa.	R/A	С
	Document change impacts during design sessions.	R/A	С
	Perform change impact analysis, including which change lever will close gaps identified.	R/A	С
	Gather and analyze key project stakeholders.	R/A	С
	Identify influencers and determine engagement plans.	R/A	С
	Determine influencer engagement owners for each influencer.	С	R/A
	Comprehensive change management strategy encompassing communication, training, and engagement strategies.	R/A	С
	Approve change strategy.	С	R/A
	Develop detailed communications and content plans for all levels of the organization and Project team.	R/A	С
	Align with Coupa on the supplier enablement strategy and the change communication needs for suppliers. (Note: Coupa will lead supplier enablement efforts, per their SOW. Wonder Services will lead change management with Suppliers.)	R/A	I
	Design an engagement plan to activate influencers to communicate messages.	R/A	С
	Design training plan, including training sessions needed and training material creation plan.	R/A	С
	Determine training leader and trainers	С	R/A
	Review and approve communication, training, and engagement plans.	С	R/A
Delight (Build to Hypercare)	Execute detailed communications and content plans for all levels of the organization and Project team.	R/A	С
	 Draft communications Develop content (videos, graphics, etc.) 5 infographics produced. Project manage communications plan. Listen to feedback. Adjust communications and dates as needed. 		
	Review, approve, and execute communications. (** Wonder Services can send out communications on the client's behalf if granted access.)	С	R/A



Deliver the engagement messages.	plan to activate influencers to communicate	R/A	С
 Align engageme Develop conter Complete up to stakeholders id Ensure that engageme 	2 engagement touchpoints with key		
Review and approve eng	agement materials.	С	R/A
Perform engagements p	er plan (approx. once a month).	С	R/A
including Train the Train	s provided by Coupa to be client specific, er Guides, Quick Reference Guides, and ng guides and fifteen 1-2 page job aids).	R/A	С
Perform Train the Traine	r	R/A	С
Perform Optional End Us number)	er (Virtual or Onsite) Training (Call out the	R/A	С
Review and approve trai during UAT by the traine	ning materials. (Note - this is typically done rs.)	С	R/A
Schedule training sessio	ns per the training plan.	С	R/A
Alignment of process do capturing the new proce	cuments with Coupa's functionality, lures.	R/A	С
Collaborative refinement and accuracy.	of process documentation to ensure clarity	R/A	С
	n of change impact, with continuous to maximize effectiveness.	R/A	С
	etrics as part of the cut over planning that on change management adoption gaps. cut Over Planning.)	R/A	С
Addressing user concerr transition experience.	s and challenges, ensuring a positive	R	A
Support hypercare with s specific questions	cheduled Q&A forums that are for training	R/A	С
	ics and develop action plans. (Note - to produce reports to be analyzed.)	R/A	С

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E) Integration Detail

All data exchanges with Coupa will be managed by the Customer. The Customer is responsible for any middleware, mapping programs or transformations to Coupa standard file format or API format.

	INTEGRATIONS				
Business Object	Source System	Target System	Assumptions		
SSO	OKTA	Coupa	SAML 2.0		
Users	Workday	Coupa	Coupa Standard API or Flat File via Customer Middleware		
Accounting Master	Central Square	Coupa	Coupa Standard API or Flat File via Customer Middleware		
Suppliers Activation	Central Square	Coupa	Coupa Standard API or Flat File via Customer Middleware		
Supplier Create/ Update	Coupa SIM	Central Square	Coupa Standard API or Flat File via Customer Middleware		
Tax Codes	Central Square	Coupa	Coupa Standard API or Flat File via Customer Middleware		
Purchase Order	Central Square	Coupa	Coupa Standard API or Flat File via Customer Middleware		
Ok to Pay (Approved Invoices)	Coupa	Central Square	Coupa Standard API or Flat File via Customer Middleware		
Invoice Payment Status	Central Square	Coupa	Coupa Standard API or Flat File via Customer Middleware		

F) Milestones





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Milestone	Deliverables
Milestone #2: Design Review	Coupa Business Process Document (BPD)
	Coupa Configuration Document (Requirement Config & Design Workbook)
	Coupa Integrations Document
	 Integration Requirements Architecture Diagrams
	 Content Migration and Master Data Strategy Data Mapping
	Integration Functional Technical Specification Document(s) (optional as needed)
	Design Review Assessment Report (DRA) - Functional and Integration Architecture Review Board (ARBs)
	Supplier Enablement Strategy
Milestone #3: Configuration Review	Conference Room Pilot (CRP)
	Coupa Environment configured to support testing
Milestone #4: SIT SIT (System Integration Testing) Completed Successfully	
Milestone #5: UAT	UAT (User Acceptance Testing) Completed Successfully
Milestone #6: Deploy	Move to Production / Coupa Production Environment (configured and ready)

G) Key Deliverables & Responsibilities

Phase	Deliverables	Owner
Governance	n/a	-
Pre-mobilize	n/a	-
Mobilize	Coupa Business Process Document (BPD)	Coupa
Model	Coupa Configuration Document (Requirement Config & Design Workbook)	Coupa
	Coupa Integrations Document	Coupa / Customer



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Hypercare	Stabilized System - Production Transaction Verification Report	Coupa
	Success Readiness Assessment (SRA)	Coupa
Deploy	Move to Production / Coupa Production Environment (configured and ready)	Coupa
	Supplier Enablement Execution & Supporting Collateral	Coupa / Customer
	UAT Completed Successfully	Coupa / Customer
Validate	SIT Completed Successfully	Coupa / Customer
	Coupa Environment configured to support testing	Coupa
	Conference Room Pilot (CRP)	Coupa
	Supplier Enablement Strategy	Coupa
	Design Review Assessment Report (DRA) - Functional and Integration Architecture Review Board (ARBs)	Coupa
	Integration Functional Technical Specification Document(s) (optional as needed)	Customer
	 Integration Requirements Architecture Diagrams Content Migration and Master Data Strategy Data Mapping 	

H) Roles

The delivery of the project described in this Statement of Work, requires the staffing of the following roles.

Typical Customer Roles

Customer Role	Responsibilities
Executive Sponsor	Will step in to make decisions and elevate project discussions to align with project goals and works to prevent project from being derailed through a focus on goals versus individual features
Project Manager	Co-responsible for overseeing the overall implementation



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	Assist with the coordination of all internal activities related to project
Coupa Administrator	Responsible for gaining a full understanding of the Coupa platform functionality and capabilities to become the Coupa Platform Administrator and subject matter expert for the end to end process
Business Domain Subject Matter Expert (sourcing, procurement, AP, contracts)	Responsible for providing internal domain knowledge of business requirements and make key decisions on target policies and processes for internal users and suppliers
Integration Owner	Responsible for overall Enterprise architecture. The role is responsible for managing the integration between Coupa and Customer systems and for developing integration between Coupa and your systems
Change Manager	Responsible for developing training strategy, inclusive of defining user audience's impacted, communication plan, appropriate training methods, development of training materials required to support training strategy and training of end users
Supplier Enablement Specialist	Responsible for setting strategy and communication with suppliers, needs to work with procurement and accounts payable to ensure end to end process is adhered to enable supplier.

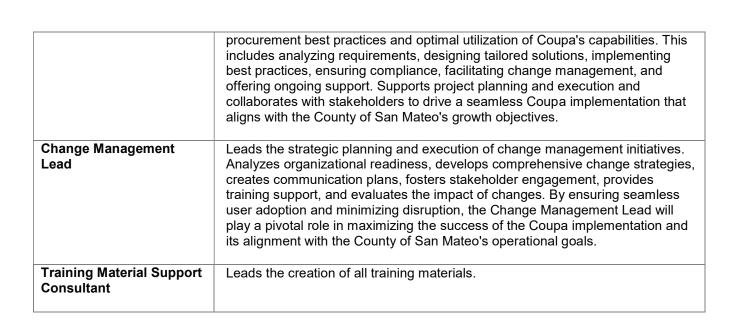
Coupa Roles

Coupa Role	Responsibilities		
Executive Sponsor	Responsible for attending Steering Committee meetings and elevating project discussions and issues within Coupa		
Engagement Manager	Responsible for the overall success of the project and supporting the wider project teams, alongside being the initial point of escalation.		
Solution Architect	Responsible for the overall design, delivery and success of the various solution deployment elements. Coupa may provide one or many solution architect, based on the solutions in scope.		
Technical Architect	Responsible for providing guidance for Customer IT staff on integration development work, conducting and assisting with integration unit tests, participating in user acceptance testing, and moving Coupa integration work to the Client production instance		
Supplier Enablement Consultant	Responsible for setting strategy and communication with Customer and coordination onboarding of suppliers as defined in this Statement of Work.		
Change Project Lead	Responsible for managing the relationship with the Customer and the completion of all deliverables. Provides expertise and leadership to guide the Customer through the implementation process, ensuring alignment with		

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I) Planned On-site Travel

The following is a list of workshops or key activities we recommend that are conducted onsite. In addition to the total services estimated above, the estimated cost of business travel is approximately not to exceed \$55,000. The Coupa Engagement Manager will provide the customer with an estimate of travel expenses prior to each trip for approval. Please refer to the County of San Mateo travel policy in Appendix A, which apply to reimbursement for travel expenses under this SOW.

The proposed schedule is a best estimate based on the current project plan. The final travel details will be aligned with the Project Plan with the Coupa Engagement Manager and Customer Project Manager.

Phase	Deliverable Associated with Travel	Days	FTE
Mobilize	Kickoff & Design Workshop	4	Up to 7
Model	Design Playback #1	2	Up to 4
Validate	UAT	4	Up to 4
	Training	4	Up to 2
Deploy	Go Live	4	Up to 4
Total		Up to 18 days	Up to 19 FTE

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J) Project Assumptions

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General:

- 1. Customer will include key stakeholders to participate in Coupa Implementation to agree on process design mutually.
- 2. The configuration of the Coupa Platform will include features and functionality that are contained within the Coupa Platform available at the time of the configuration phase.
- 3. Coupa will make all reasonable efforts to comply with the project implementation timeline outlined in this SOW. If there are delays or changes to the cost anticipated or expected to the project implementation outlined in this SOW, the Coupa Engagement Manager will notify the Customer in writing at the earliest opportunity, providing the reason, length of the delay, and actions being taken by Coupa to address and minimize the delay. Coupa agrees to work closely with Customer Project manager, in good faith, to align on the gap, assess the timeline impact, and mutually agree on a resolution and in all case to use best efforts to minimize and mitigate timeline and financial impacts to the overall project.
- 4. Any change in scope may result in the delay of the project and additional fees.
- 5. During the implementation project, there will be a single primary point of contact from the Customer (Customer project manager). This contact will help coordinate and schedule Customer resources during the project.
- 6. Customer will provide technical, business process, and project management subject matter experts to assist with the project.
- 7. Customer will assign a senior/executive level champion who will be available as needed for escalation issues and any approval or sign-off process for the project's duration.
- 8. The project team will review the requirements in scope to establish the solution design for the configuration. The Customer will provide sign-off on the configuration workbook.
- 9. The Customer will identify a Customer resource to become the Coupa platform administrator.
- 10. Coupa's remote implementation team will complete delivery. Some sessions may require onsite work.

Project Management & Oversight:

- 1. The Customer project manager and Coupa Engagement Manager will partner to develop a mutually agreed master project plan. The project will be managed according to the dates and milestones established on the master project plan. Coupa will provide feedback on activities assigned to Coupa.
- 2. The Customer core team will attend and actively participate in the kickoff and business process workshops.

Business Process:

- 1. The Customer project manager is responsible for coordinating and facilitating the decision-making on business processes within the Customer.
- 2. The Customer project manager is responsible for completing the Coupa business process document.
- 3. The Customer project manager or executive sponsor will review and sign off on the completed Customer business process questionnaire.

Configuration:

1. The Customer project manager or executive sponsor will review and sign off on the completed Customer Coupa test environment configuration.

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- 2. Upon sign-off of the Coupa test environment configuration, the Customer Coupa platform administrator will own the Coupa configuration document, the Customer change request process, and the Customer Coupa test environment configuration. The Customer Coupa platform administrator will also assist with subsequent changes to the Customer Test environment.
- 3. Data conversion of open purchase orders or invoices is not included in the scope of this Statement of Work.
- 4. Coupa will cover relevant configuration topics as it relates to this implementation. Coupa will leverage best practices based on the business requirements to define the necessary configurations required to achieve the Customer requirements.

Integrations:

- 1. Integrations will leverage the standard Coupa formats
- 2. Customer will staff integration resources capable of developing Customer-specific integration strategy, integration design, integration development, and associated testing.
- 3. Coupa resources will provide related Coupa integration expertise and guidance.
- 4. The integration scope defined in this Schedule only assumes assistance with integration design, integration configuration, integration testing, and help with integration move-to-production tasks.
- 5. The scope defined in this Schedule assumes integration with systems listed in section c) Integration Details. Each system may include a single Test instance and a single Production instance.
- 6. The scope defined in this Schedule assumes integration with a single existing SAML 2.0 compliant Directory Server instance.

Change Management:

- 1. Coupa will own the change management workstream as defined in the RACI.
- 2. For Video production, the Customer has unlimited video revisions, given that revisions are requested within 14 days of receipt of the video. If no edits/revision requests are received from Customers within 14 calendar days then the video shall be deemed acceptable.

User Acceptance Testing:

- 1. Customer holds primary responsibility for creating the User Acceptance Test business cases/scripts and executing the scripts.
- 2. Customer holds primary responsibility for ensuring the necessary master data is available in the test environment to execute the test cases.
- 3. Customer is responsible for ensuring all UAT testers have been adequately trained on their UAT responsibilities and the Coupa Platform.
- 4. Customer Executive Sponsor will review and sign off on the completed UAT before the system can be moved to production.

Move to Production & Hypercare:

Scoupa

PROFESSIONAL SERVICES

STATEMENT OF WORK - Terms

- 1. Customer is responsible for all MTP tasks not assigned to Coupa. Such charges include Customer integration move to production processes for integrations on the Customer side.
- Upon Initial Go-Live of Coupa, the Coupa Engagement Manager will facilitate a transition to the Coupa Care Team for ongoing project support and maintenance as detailed in the Customer Success program.

MODULE SPECIFIC ASSUMPTIONS

Invoicing:

1. For Tax Engine, integration is out of scope.

Supplier Enablement:

- 2. The Customer Coupa Platform Administrator will learn the supplier enablement process and enable additional Customer suppliers.
- 3. Supplier EDI connections are out of scope.
- 4. Coupa will configure the number of suppliers defined in the project scope; additional supplier enablement will be the Customer's responsibility.

RPM – Risk Aware:

1. Opt in of Community.Al is a pre-requirement to use Risk Aware.

STATEMENT OF WORK - Terms



Appendix A: County of San Mateo Travel Policy

Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

1. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

2. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.

3. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates.

4. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

5. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the thencurrent Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at http://www.gsa.gov/portal/content/104877 or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the thencurrent CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

6. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. The County will not reimburse for additional costs due to any personal preferences, such as seat choice or extra leg room or boarding priority or pet carriage, etc. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

7. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

8. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.