



# Order Form

Customer Account Name:	<b>County Of San Mateo</b>	Coupa Order ID:	<b>130180</b>
Customer Designated Contact:	<b>Patrick Enriquez</b>	Customer Sales Contact:	<b>Mike Caster</b>
Customer Address:	<b>555 County Ctr 4<sup>th</sup> Floor Redwood City, CA 94063 United States</b>	Subscription Start Date:	<b>18 Nov, 2024</b>
		Subscription End Date:	<b>17 Nov, 2027</b>
Customer Designated Email:	<b>pnenriquez@smcgov.org</b>	Payment Method:	<b>Invoice, Annual in Advance</b>
Customer Phone Number:	<b>650-363-4892</b>	Payment Terms:	<b>Net 30</b>
Customer Instance Name:	<b>smcgov.coupahost.com smcgov-test.coupahost.com smcgov-uat.coupahost.com</b>	Pricing Guarantee Expires:	<b>18 Nov, 2024</b>
Instance Hosting Location:	<b>USA</b>		
Customer Coupa Admin:	<b>Patrick Enriquez</b>		
Customer Coupa Admin Email:	<b>pnenriquez@smcgov.org</b>		

Product Name	Description	Qty.	Total Subscription Fee
Invoicing	Subscription to Invoicing for up to the stated number of users. Invoicing provides organizations with a solution for managing their accounts payable (AP) processes through efficient, accurate, and automated invoice processing. Reduce paper invoices with supplier eInvoicing and touchless invoicing billing & processing. Improve compliance with three-way invoice matching and controls to optimize cash on hand. Over 100+ country templates help with compliant electronic invoicing. - Coupa Compliant eInvoicing and Signatures, in identified countries only (additional subprocessing by Sovos Compliance, LLC)	2,200	USD 900,000.00
Risk and Performance Management	Subscription to Risk and Performance Management (RPM). RPM includes SIM and Risk Aware for up to the stated number of suppliers in eligible countries. RPM lets companies manage and monitor their suppliers - Supplier On-Boarding and Information Management - Monitor supplier risk based on Financial, restricted-party, and other risk data for up to the stated number of suppliers in eligible countries, as well as data from the community and other sources - Monitor supplier performance based on employee-provided performance information - Put suppliers on-hold as needed	5,500	Included in the Above Total
Spend Guard	Subscription to Spend Guard. Spend Guard leverages advanced AI/ML technology and Community Intelligence to identify suspicious transactions across all business spend in real time. Spend Guard monitors spend behaviors for potentially fraudulent spend compared to patterns across the Community. With Spend Guard, organizations can manage risk more effectively by monitoring at-scale and reduce losses by preventing payment before it occurs. (additional subprocessing by Google LLC.)	1	Included in the Above Total



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Product Name	Description	Qty.	Total Subscription Fee
Open Business Network	Subscription to Open Business Network (OBN). OBN lets customers bring transactional data from 3rd-party systems such as ERP, Financials, Inventory, etc. into for BSM processes - Import purchase requisition/ orders created in non-Coupa Invoice management - Import requisition / PO / receipts created in non-Coupa systems into Coupa for spend visibility, invoice match, and/or PO dispatch - Import expense reports created in non-Coupa systems into Coupa for reporting	1	Included in the Above Total
Platform Plus	Subscription to the Coupa Business Spend Management Platform, includes: - One Sandbox Instance - Community.AI: Insights (prescriptions, KPI benchmarks, etc.) & Connections (online community, Coupa Advantage, etc.) - Extensible: Embedded Apps, Custom Objects, Process Automator, Custom Fields, CoupaLink - Functional: Reporting and Insights, Contracts, Compliance, Workflow, Budgets, Project & Category Management, Artificial Intelligence, Open Buy - Foundational: Master Data, Infrastructure & Security, UX, Administration, Integration, SSO, Mobility	1	Included in the Above Total
Sandbox	Subscription to Sandbox. Sandbox is an additional instance(s) of Coupa for the purpose of testing prior to moving to Production. Sandbox instances are maintained and seamlessly upgraded by the Coupa Cloud Operations team.	1	Included in the Above Total
Premium Support	Subscription to Coupa Success Plan Level: "Premium" - Maintenance, Support and Product Updates - Support Hours: 24x7 - Initial response 30mins - Sev1 / Customer update 1hr - Sev1 (Service Level Targets) - Ten (10) delegated support contacts - Infrastructure Hosting & Disaster Recovery	1	Included in the Above Total
Coupa Learning Pass - Standard 12	12 month duration, all access online learning pass for named (user) Pass holder Access to unlimited eLearning for named (user) Pass holder Access to unlimited eLearning certifications or test only options where applicable for named (user). Learning pass transferable to new named (user) 1x annually.	4	Included in the Above Total

<b>Total Year 1 Fee:</b>	<b>USD 300,000.00</b>
<b>Total Year 2 Fee:</b>	<b>USD 300,000.00</b>
<b>Total Year 3 Fee:</b>	<b>USD 300,000.00</b>
<b>Total Fee (Not to exceed):</b>	<b>USD 900,000.00</b>

#### Coupa Order Comments:

- The subscriptions in this Order Form shall be governed by the Master Subscription Agreement (or similarly named agreement with Coupa or a Coupa Affiliate) agreed to by the parties ("MSA"). As more fully set forth in the MSA, certain applications/functions require processing of Customer Data (including personal data) by a Coupa subprocessor as listed under [www.coupa.com/legal](http://www.coupa.com/legal) under "Privacy Terms".
- Training fees are non-cancellable and non-refundable. Customer shall use the purchased Coupa Learning Pass within 12 months after the Subscription Start Date as stated in this Order Form ("Consumption Deadline") and Coupa shall not be obligated to offer the purchased training after the Consumption Deadline. Customer shall request enrollment from Coupa (training@coupa.com) and must complete all training on or prior to the Consumption Deadline.



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- The fees on this Order Form do not include taxes.
- No text or information set forth on any purchase order or other preprinted Customer form shall add to or vary the terms and conditions in the Order Form and Agreement. Coupa may invoice the Customer in accordance with this Order Form regardless of whether or not Customer issues a purchase order.
- Notwithstanding anything to the contrary in the MSA, (a) in no event shall Customer's maximum fiscal obligation to Coupa under the MSA exceed the amounts as stated and agreed to by the parties in mutually executed Order Form(s), Statement(s) of Work (SOW) or similar agreement(s). For the avoidance of doubt the total fee for this Order Form ID: 130180 (not to exceed) is USD 900,000.00; and if exercised, USD 310,500.00 for the initial one (1) year Renewal Term and USD 321,368.00 for the subsequent one (1) year Renewal Term, totaling USD 1,531,868.00 across the three (3) year Subscription Term and Renewal Term options, and; (b) Customer may terminate the MSA based upon the unavailability of Federal, State, or County funds by providing written notice to Coupa as soon as is reasonably possible after Customer learns of said unavailability of funding. For the avoidance of doubt, fees owed and paid to Coupa prior to notice of termination are non-refundable.
- Upon the Subscription End Date, Customer may renew the subscription term for two (2) additional one (1) year Subscription Term(s) ("Renewal Term(s)"). Coupa will cap the subscription fee rate increase for the Renewal Term(s) to 3.50%, which reflects CPI and ongoing technology innovation to the Coupa platform. This pricing cap applies only to the same Coupa solutions that are in the expiring Subscription Term and provided the renewal Order Form has the same or greater quantity of subscriptions as accumulated in the expiring Subscription Term.
- To enable financing opportunities for your suppliers through the Coupa Platform and upon request by your supplier, Coupa may share relevant supplier invoice data to financing partners chosen by your supplier. This invoice data will typically include buyer name, total invoiced amount and invoice due date.
- To improve Customer's experience with suppliers, Coupa may use your supplier information to maintain a supplier directory on the Coupa Platform. Such supplier information will be limited to supplier name, address and related contact information and will be made available to Customer in the Coupa Supplier Portal. For the avoidance of doubt, Customer information will not be shared with third parties and will be subject to the confidentiality provisions in the MSA.
- Customer agrees (i) following the Subscription Start Date, to collaborate in good faith with Coupa on issuing a joint press release referencing Customer's name, logo, and selection of Coupa, and (ii) that Coupa and its Affiliates may, during the term of the MSA, use Customer's name and/or logo in Coupa's marketing materials for the purpose of referencing Customer's selection of Coupa.

## Risk Aware (part of Risk and Performance Management)

- Coupa Risk Aware entitles the Customer to monitor risk for up to 5,500 Suppliers, in available countries, as selected by Customer, during the Subscription Term. Coupa does not have risk information for all suppliers and risk information for certain suppliers (based on factors including their identity and/or location) may not be available and/or may require additional fees. In such cases, Coupa will promptly provide notice to Customer, and the Customer may replace such suppliers with a different Supplier.

Selling Entity: Coupa Software Inc. 950 Tower Lane, 20th Floor, Foster City, CA 94404 USA Fax +1 (650) 401-7907

## To Be Completed by Customer:

Purchase orders, invoices, and related activity are transacted via Coupa standard billing processes. Other methods and/or systems available upon request, provided no additional fees or use of Coupa competitor systems.


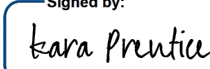
Customer Billing Information (if different from above)	Customer Shipping Information (if different from above)
<b>Entity Name:</b> County Of San Mateo	<b>Entity Name:</b> County Of San Mateo
<b>Address:</b> 555 County Ctr, Redwood City, CA, 94063-1662, United States	<b>Address:</b> 555 County Ctr, Redwood City, CA, 94063-1662, United States
<input type="checkbox"/> PO Required PO Number: _____ Send to	<input type="checkbox"/> Sales Tax Exempt **Tax will be assessed, if required, based on the ship to address** Send exemption certificate to billing@coupa.com
<b>Accounts Payable Contact:</b> Patrick Enriquez	<b>Accounts Payable Email:</b> pnenriquez@smcgov.org



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**Customer Success Activities**

Customer's project sponsors and stakeholders shall attend periodic executive business reviews with Coupa Customer Value Director to review the Customer's success criteria and corresponding results.

Signature - County Of San Mateo		Signature - Coupa Software Inc.	
Signature:		Signature:	<div>Signed by:  DA4207298C7E455...</div>
Name:	David J. Canepa	Name:	Kara Prentice
Title:	Vice President, Board of Supervisors	Title:	Director, Deal Desk
Date:	November 12, 2024	Date:	10/18/2024