

## **BETA SERVICE EVALUATION TERMS:**

***Concur O365 Add-In. To enable customers of Concur Services to access certain information and functionality of the Concur Services via a Concur Add-in service connected with the third party communications platform operated by Microsoft.***

The following Beta Service Evaluation Terms (the “Beta Terms” or “Agreement”) govern the use of the Concur beta application described above and in the Concur App Center (the “Beta Service”). Clicking “Connect”, completing the connection process, and using the Beta Service, will constitute the ongoing acceptance of the Beta Terms by the business, government entity, or entities on whose behalf you are accepting these Beta Terms (“Company”). The individual accepting these Beta Terms represents and warrants that they are authorized to accept these Beta Terms on behalf of such Company. “Concur” shall mean Concur Technologies, Inc. or one or more Concur affiliates.

THESE BETA TERMS APPLY SOLELY TO THE BETA SERVICE AND WILL NOT SUPERSEDE, MODIFY OR REPLACE IN ANY WAY, AND SHALL NOT BECOME PART OF OR BE INCORPORATED INTO, THE TERMS OR CONDITIONS OF ANY OTHER AGREEMENT COMPANY MAY HAVE WITH CONCUR, OR ITS SUBSIDIARIES OR AFFILIATES, FOR OTHER CONCUR PRODUCTS AND SERVICES (“CONCUR SERVICES”).

CONCUR MAY MODIFY OR AMEND THESE BETA TERMS AT ANY TIME, AND ANY CHANGES WILL BE EFFECTIVE THIRTY (30) DAYS AFTER POSTING THE REVISED VERSION. COMPANY’S CONTINUED USE OF THE BETA SERVICE FOLLOWING THE POSTING OF ANY CHANGES WILL CONSTITUTE COMPANY’S ACCEPTANCE OF ANY SUCH CHANGES. IF COMPANY DOES NOT AGREE TO THE CHANGES, COMPANY MUST STOP USING THE BETA SERVICE.

### **1. Beta Service; Scope.**

1.1. Description; Use. Company is permitted to access and use the Beta Service described above for the purpose described above. Concur may modify the features and functionality of the Beta Service at its discretion and may suspend Company’s use of the Beta Service at any time without prior notice. Company must not disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Beta Service.

1.2. No Support or Further Obligations. Concur has no obligation to include or remove any functionality from the Beta Service in any future version or in any Concur standard product. Concur has no obligation to provide support for the Beta Service. Company agrees that the Beta Service has not been completely tested and may contain material defects or deficiencies. Concur has no express or implied obligation to announce or introduce the Beta Service or any similar or compatible product. All use/testing that is performed by Company pursuant to these Beta Terms is done entirely at Company’s and its users own risk.

1.3. No Fee; Expenses. The Beta Service is provided to Company free of charge during the term of these Beta Terms, and any expenses related to Company’s use of the Beta Service are the responsibility of Company.

2. **Feedback.** During the term of these Beta Terms, Company will use reasonable efforts to provide user testing and feedback to Concur on functionality, usability, and performance of the Beta Service (“Feedback”). Concur is free to use, disclose, reproduce, license, distribute and otherwise commercially

exploit any Feedback provided to it with respect to the Beta Service as it sees fit, entirely without obligation or restriction of any kind. With Company's prior written consent, not to be unreasonably withheld, Concur may also use Feedback, comments, and quotations from Company's employees, along with Company's trade name and trade or service marks, for case studies, press releases or promotional activities related to the Beta Service. For the avoidance of doubt, Feedback shall not be considered Confidential Information under these Beta Terms and neither Concur nor any of its customers or business partners shall have any obligation or liability to Company with respect to any use or disclosure of such Feedback.

**3. Company Data; Interaction with Third Party Platform.** Company acknowledges that Company's use of the third party platform or service identified above ("Third Party Platform") by Company remains subject to those terms and conditions between Third Party Platform and Company. For purposes of enabling the Beta Service, Company authorizes Concur to link other Concur Services provided by Concur to Company pursuant to one or more separate agreements with the Third Party Platform through Concur's API(s) and exchange Company data between the Concur Services and Company's users via the Third Party Platform. Company acknowledges that the linking of the Concur Services to, and exchange of data with, Company users via the Third Party Platform is not deemed to be part of the Concur Services under such other agreement(s), and Concur will handle and protect Company data received from Company users via the Third Party Platform in accordance with the agreement(s) for such Concur Services between Concur and Company. Concur will have no liability to Company relating to the use of or access to Company data by Third Party Platform or receipt of Company data from Company users via the Third Party Platform. Company will indemnify Concur against any losses or liabilities asserted by third parties that are related to the exchange of Company data between the Concur Services and Company users via the Third Party Platform or the use of or access to Company data by Third Party Platform.

**4. Confidentiality.** "Confidential Information" means any and all non-public information disclosed by Concur to Company, or accessed by Company, relating to the Beta Service, including the existence of the Beta Service, functionality, performance, development roadmap, and all feedback provided by Company. Company will use any Confidential Information only as necessary to beta test and use the Beta Service, use the same degree of care to protect the Confidential Information as Company uses to protect its own confidential information, but in no circumstances less than reasonable care, and will not disclose the Confidential Information to any person or entity other than its employees and agents who have a legitimate "need to know" such Confidential Information for the use specified herein or who are engaged in the beta testing. These confidentiality obligations will survive the termination of the Agreement unless and until such Confidential Information is otherwise publicly available.

**5. No Warranties.** THE BETA SERVICE IS PROVIDED "AS IS," AND CONCUR EXCLUDES ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO SERVICE LEVEL, SUPPORT, PERFORMANCE, OR SECURITY OBLIGATIONS UNDER ANY OTHER AGREEMENT FOR CONCUR SERVICES SHALL APPLY TO THE BETA SERVICE.

**6. Limitation of Liability.** IN NO EVENT WILL CONCUR BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, HOWEVER CAUSED AND UNDER ANY

THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO EVENT WILL CONCUR BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$100 ARISING IN CONNECTION WITH COMPANY'S USE OF OR INABILITY TO USE THE BETA SERVICES. COMPANY'S SOLE REMEDY IN THE EVENT OF BREACH OF THESE BETA TERMS BY CONCUR OR FOR ANY OTHER CLAIM RELATED TO THE BETA SERVICES SHALL BE TERMINATION OF THE BETA TERMS.

7. **Ownership.** Company agrees that the Beta Service is a proprietary product of Concur protected under United States copyright laws, other applicable intellectual property laws, and international treaty provisions. The Beta Service is owned by Concur.

8. **Term; Termination.** These Beta Terms and Company's right to use the Beta Service will terminate automatically upon the earliest to occur of (a) twelve (12) months from the start of Company's use of the Beta Services, (b) an order for Concur Services that include the Beta Services as part of a full commercial version, or (c) until Concur either permanently suspends the Beta Service or provides notice of its termination of the Beta Service or these Beta Terms.

9. **Governing Law.** These Beta Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules regarding conflicts of laws, other than such principles directing application of New York law. In the event that any of the provisions of these Beta Terms shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

10. **General.** Company may not assign or transfer its rights or obligations under these Beta Terms, and any such attempt to assign is null and void. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Beta Terms. These Beta Terms do not create any agency, partnership, or joint venture between the parties. These Beta Terms set out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. If any term of these Beta Terms are invalid, illegal or unenforceable, the rest of these Beta Terms will remain in effect.