


**Fill in this information to identify the case:**

Debtor 1 Multi-Color Corporation

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of New Jersey 

Case number 26-10910

**Official Form 410**  
**Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor? Concur Technologies, Inc  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor SAP Concur

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Concur Technologies, Inc</u> Name <u>601 108th Ave NE, Suite 1000,</u> Number Street <u>Bellevue WA 98011</u> City State ZIP Code Contact phone <u>425-590-5000</u> Contact email <u>SAP_Bankruptcy_Matters@sap.com</u>	<u>Concur Technologies, Inc</u> Name <u>62157 Collections Center Drive</u> Number Street <u>Chicago IL 60693</u> City State ZIP Code Contact phone <u>425-590-5000</u> Contact email <u>SAP_Bankruptcy_Matters@sap.com</u>

Uniform claim identifier (if you use one): \_\_\_\_\_

4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_

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261091026031100000000016

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5 0 1 5

7. How much is the claim? \$ 23,868.94. Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
software as a service

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_%  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- No  
 Yes. Check one:

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  
 Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).  
 Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).  
 Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).  
 Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).  
 Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.  
 I am the creditor's attorney or authorized agent.  
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/04/2026  
 MM / DD / YYYY

/s/ Ariah Bechtel  
 Signature

Print the name of the person who is completing and signing this claim:

Name Ariah F. Bechtel  
 First name Middle name Last name

Title Paralegal

Company Concur Technologies, Inc  
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 601 108th Ave NE, Suite 1000,  
 Number Street

Bellevue WA 98011  
 City State ZIP Code

Contact phone 425-590-5000 Email SAP\_Bankruptcy\_Matters@sap.com

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 MAR 11 2026

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Billing questions? Submit a support ticket:  
Case Topic - Billing Question

**BILL TO**

Multi-Color Corp.  
Accounts Payable  
4053 Clough Woods Dr  
Batavia OH 45103-2587

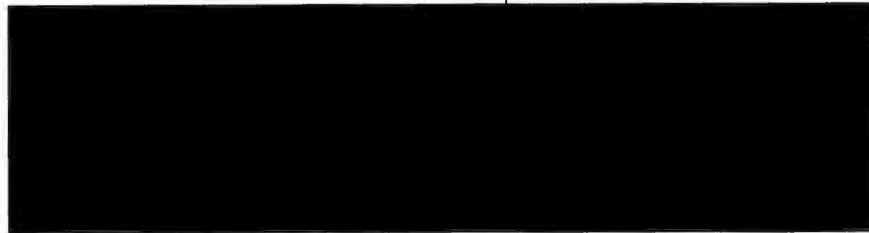


**INVOICE**

<b>INVOICE NUMBER</b>	101700348826-SPLIT
<b>INVOICE DATE</b>	06-Jan-26
<b>DUE DATE</b>	05-Feb-26
<b>INVOICE TOTAL</b>	USD 23,868.94

**SHIP TO**

Multi-Color Corp.  
4053 Clough Woods Dr  
Batavia OH 45103-2587



TERMS		PO NUMBER		SALES ORDER		CUSTOMER		LOCATION	
Net due in 30 days						1000075015			
NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Professional	01-Jan-26	28-Jan-26	1	QTR	7,864.68	7,864.68	3	0.00
2	Base:Intelligent Audit - Advanced - 48 Hour SLA Add-on	01-Jan-26	28-Jan-26	1	QTR	1,632.09	1,632.09	3	0.00
3	Base:Intelligent Audit - Advanced	01-Jan-26	28-Jan-26	1	QTR	0.00	0.00	3	0.00
4	Base:Expense Pay - Global	01-Jan-26	28-Jan-26	1	QTR	1,088.15	1,088.15	3	0.00
5	Base:Company Bill Statements	01-Jan-26	28-Jan-26	1	QTR	386.59	386.59	3	0.00
6	Base:TripLink for Expense	01-Jan-26	28-Jan-26	1	QTR	379.06	379.06	3	0.00
7	Base:Expenselt for Concur Expense	01-Jan-26	28-Jan-26	1	QTR	0.00	0.00	3	0.00
8	Base:User Support Desk	01-Jan-26	28-Jan-26	1	QTR	0.00	0.00	3	0.00
9	Base:Production Sandbox Environment - One Unit	01-Jan-26	28-Jan-26	1	QTR	0.00	0.00	3	0.00
10	Base:Drive	01-Jan-26	28-Jan-26	1	QTR	8,322.18	8,322.18	3	0.00
11	Base:Consultative Intelligence	01-Jan-26	28-Jan-26	1	QTR	1,812.29	1,812.29	4	0.00
12	Base:Client Web Services	01-Jan-26	28-Jan-26	1	QTR	676.51	676.51	3	0.00
13	Base:Advanced Care for Expense	01-Jan-26	28-Jan-26	1	QTR	1,707.39	1,707.39	4	0.00

Please indicate our invoice number/s on electronic payment execution or

COMMENTS	SUBTOTAL		TAX		TOTAL
Rebill due to Bankruptcy	USD		USD		USD



Concur Technologies, Inc.  
601 108th Avenue NE, Suite 1000  
Bellevue, WA 98004

Billing questions? Submit a support ticket:  
Case Topic - Billing Question



**BILL TO**

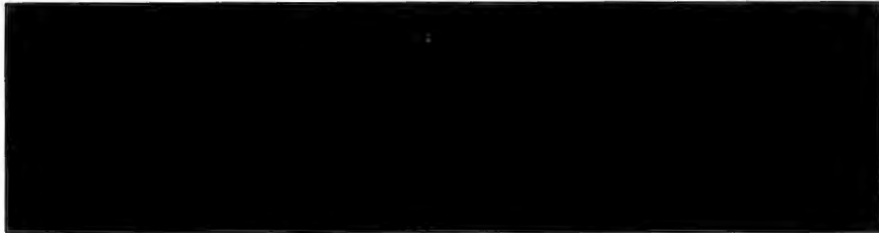
Multi-Color Corp.  
Accounts Payable  
4053 Clough Woods Dr  
Batavia OH 45103-2587

**INVOICE**

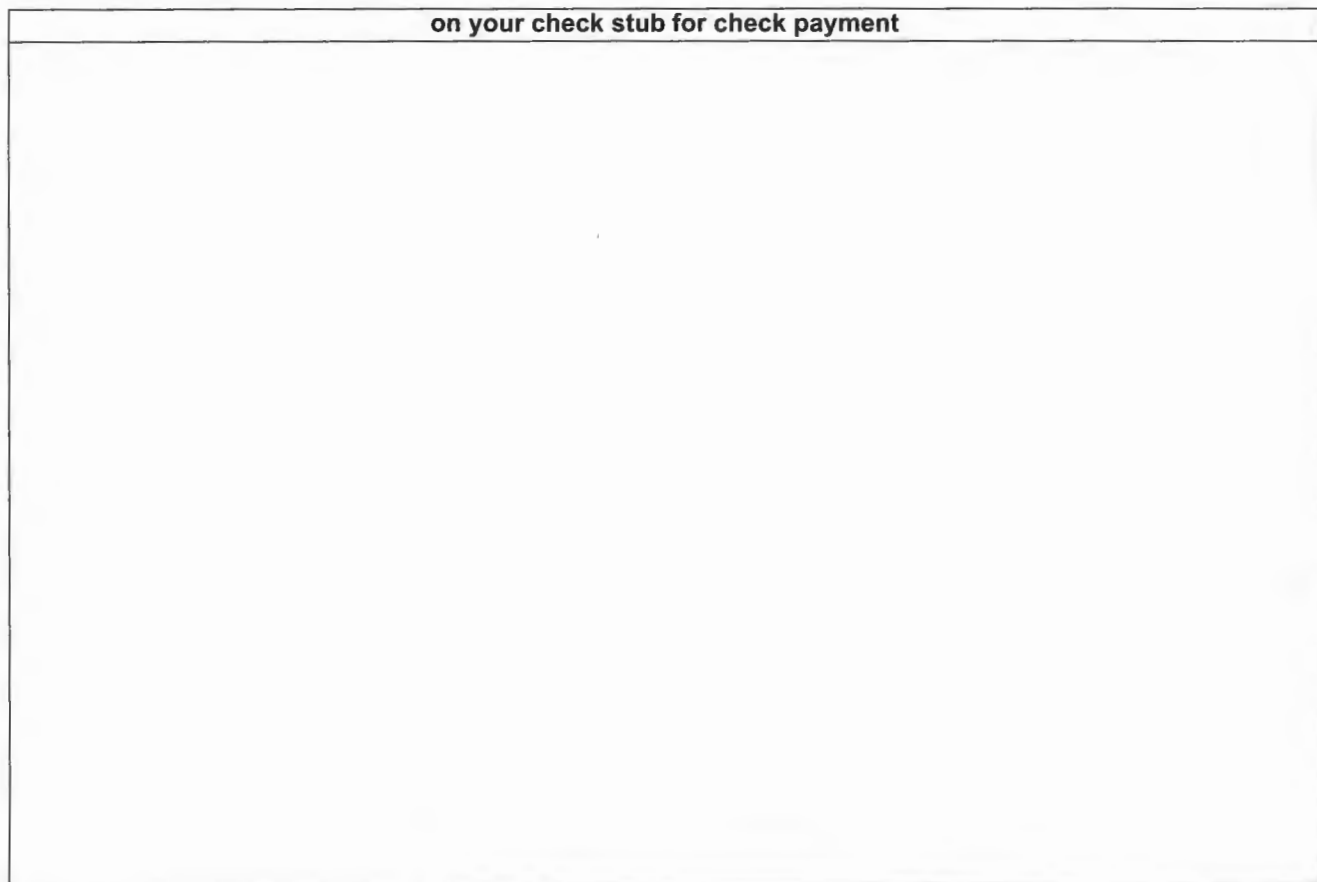
<b>INVOICE NUMBER</b>	101700348826-SPLIT	
<b>INVOICE DATE</b>	06-Jan-26	
<b>DUE DATE</b>	05-Feb-26	
<b>INVOICE TOTAL</b>	USD	23,868.94

**SHIP TO**

Multi-Color Corp.  
4053 Clough Woods Dr  
Batavia OH 45103-2587



on your check stub for check payment



COMMENTS	SUBTOTAL		TAX	TOTAL	
Rebill due to Bankruptcy	USD	23,868.94	USD	0.00	USD 23,868.94



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Concur Technologies, Inc.

**SALES ORDER FORM**  
 Professional Edition
**GENERAL INFORMATION**

<b>Customer Name:</b>	Multi-Color Corporation	<b>Order Effective Date:</b>	February 14, 2014
<b>Order Type:</b>	Initial Sale		
<b>Service Type Billing Cycle:</b>	Monthly beginning on the Transaction Fee Start Date		
<b>BSA Address For Notices:</b>	4053 Clough Woods Drive BATAVIA, OH 45103 USA	<b>BSA Billing Address:</b>	4053 Clough Woods Drive BATAVIA, OH 45103 USA
<b>Attention:</b>	Rick Ball	<b>Attention:</b>	Rick Ball
<b>Phone:</b>		<b>Phone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>Email:</b>		<b>Email:</b>	
		<b>County:</b>	

**GENERAL SERVICE INFORMATION**

<b>Currency for Fees:</b>	USD	<b>Tax Exemption Claimed:</b>	No
<b>PO To Be Issued:</b>	No	<i>(Tax exemption certificate must be provided by Order Effective Date)</i>	
<b>Customer Region:</b>	North America	<b>Country Scope:</b>	N/A

**SERVICES ORDERED** (primary service offerings)

	<b>Pre-Production Fee</b>	<b>Initial Set Up Fee</b>
Expense	\$0.00	\$0.00

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Expense	1 and beyond	300	\$3,514.50	\$11.72

**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
RECEIPT AUDIT				Included in the fees for the Service Type Ordered above
EXPENSE PAY - NORTH AMERICA				Included in the fees for the Service Type Ordered above
PAPER RECEIPT HANDLING				Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Receipt Audit	1 and beyond	60	Included in the fees for the Service Type Ordered	Included in the fees for the Service Type Ordered



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			above	above
Expense Pay - North America	1 and beyond	300	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Paper Receipt Handling	1 and beyond	300	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Sales Order Form is issued under and is incorporated into the business services agreement ("BSA") between Concur Technologies, Inc. ("Concur") and the Customer specified herein and in the BSA. Customer hereby orders the services specified in this Sales Order Form for the term of the BSA, and Concur hereby agrees to perform such services, subject to the terms set forth herein and in the BSA. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the BSA. If any terms of this Sales Order Form are inconsistent with the terms of the BSA, including the exhibits thereto, then the terms of this Sales Order Form shall control.

**Currency for Fees:** All fees set forth in this Sales Order Form are denominated in the currency specified above under "Currency for Fees" and shall be paid by Customer in such currency.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Sales Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Pre-Production System Fees:** For each Service Type specified in this Sales Order Form that includes a Pre-Production System Fee, Concur shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary Service.

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all Recurring Fees specified in the "Extended Services Ordered" section(s) above that pertain to such Service) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the BSA.

**Definitions:** For purposes of this Sales Order Form, the following terms will have the meanings specified below:

"Annual Period" means each 12-month period beginning on the Order Effective Date specified above.

"Base Transactions" means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA; provided that such measurement period shall be a given Annual Period for any order of Meeting Management.

"Billing Cycle" means the billing frequency specified above as the "Billing Cycle"; provided, that the Billing Cycle for all fees pertaining to Meeting Management shall be monthly, regardless of the Billing Cycle selected for any other service.

"Incremental Transactions" means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which Customer is required to pay the corresponding Incremental Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA; provided that, for any order of Meeting Management, the measurement period for excess Transactions shall be an Annual Period and any excess Transactions in such Annual Period shall be paid monthly in arrears of the month in which such excess occurs.

"Production Availability" means, for the Service Type(s) ordered hereunder, the date on which Concur makes such Service Type available to Customer for production use.



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“**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 above or previously ordered under the BSA.

“**Service Type**” means each primary service offering ordered as specified in the “Service Ordered” section above or previously ordered as a “Service Type” under the BSA.

“**Transaction**” means, for the applicable service described below, the corresponding type of transaction described below that is submitted by or on behalf of an employee or agent of Customer during a given Billing Cycle through the use of the Service.

Service Description	Type of Transaction
Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Audit (Policy, Receipt and Elite)	An expense report with respect to which Concur performs an audit as reflected by the Service
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
TripLink® for Expense or Travel & Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for NetSuite	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for QuickBooks	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Salesforce Connector	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Custom Travel Allowance	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense Pay	A payment made to a payee using Expense Pay – North America, Expense Pay – EMEA or Expense Pay - APA
Expenselt™ Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
GSA Travel Allowance – Recurring	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Guaranteed Compliance Service	An expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Consultative Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Intelligence Reports	A Managed Reporting report transaction with a maximum of 8 hours per report.
Invoice Processing	A vendor payment request
Invoice Capture	A vendor payment request with respect to which Concur performs Invoice Capture as reflected by the Service
Invoice Pay	A payment made to a payee using Invoice Pay
Purchase Requests for Invoice	A vendor payment request
Budget Insight for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction



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Budget Insight for Travel Request	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
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 shall be counted as a single Transaction
Locate & Alert	A Registered User
Locate & Alert – Traveler Edition	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
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 Concur performs Paper Receipt Handling as reflected by the Service
Service Administration for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Service Administration for Invoice Processing	A vendor payment request
Travel Request – Standalone	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
Travel Request – Add-on	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Risk Management – Standalone	A booking, confirmation, and/or holding of a reservation (for any one or more of the following: air, hotel, car, and/or rail) that is imported into the Risk Management service
Central Reconciliation	A travel request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single travel request or expense report, as applicable, shall be counted as a single Transaction
User Support Desk for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
User Support Desk for Invoice Processing	A vendor payment request
Triplt for Teams	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Triplt Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Triplt Pro – User-Based Pricing	A Registered User
Web Services	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction

In addition, for Travel and Expense, 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.

“**Transaction Fee**” means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee and/or Recurring Fees specified in this Sales Order Form; and (ii) 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 this Sales Order Form. The Base Transaction Fee and Recurring Fee components will be invoiced for payment in advance of each Billing Cycle and the Incremental Transaction Fee component will be invoiced for payment in arrears for the preceding Billing Cycle.

“**Transaction Fee Start Date**” means the first calendar month after the date specified above as the “Order Effective Date”.

**Optional Select Access Services:** Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur’s Select Access services in conjunction with Customer’s use of applicable Concur services for additional fees based on actual usage of such Select Access services. A list of Concur’s Select Access services and corresponding fees and related terms are posted on the Concur Client Central website, incorporated herein by this reference, and subject to change from time to time as specified on such website.

[signature page follows]



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Concur Technologies, Inc.  
DocuSigned By:

By Melanie Morgan

Melanie Morgan  
Print Name

Vice President & Head of Corporate Legal  
Title

CUSTOMER (Name as specified above)

By [Signature]

RICHARD L. GRIFFIN  
Print Name

DIRECTOR PURCHASING  
Title

**Concur Technologies, Inc.**  
**SALES ORDER FORM**

**Professional Edition**

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**GENERAL INFORMATION**


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**Customer Name:** Multi-Color Corporation

**Order Effective Date:** September 13, 2021

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

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**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

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**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Custom Consulting Service (Per 1 hour block for use up to 1 year after order effective date)	48 Hour(s)	\$ 10,080.00

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**ORDER TERMS**


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**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

Concur Use Only: S



**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 30 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

[signature page follows]

Concur Use Only: S

Multi-Color Corporation  
DocuSigned by:  
*Tanu Bhati*  
Signature \_\_\_\_\_  
953F9159C43D4FF...

Tanu Bhati

Print Name \_\_\_\_\_

VP Treasury

Title \_\_\_\_\_

**Concur Technologies, Inc.  
SALES ORDER FORM**

**Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** April 26, 2021

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Additional Premium Support	See Order Form for Additional Premium Support with same Order Effective Date	See Order Form for Additional Premium Support with same Order Effective Date

Concur Use Only: M



Additional VAT Configuration	6 Country(ies)	\$ 7,500.00
Expense Pay - Add Additional Supported Country/Currency	2 Country(ies)	\$ 500.00

**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 30 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

[signature page follows]

Concur Use Only: M

CUSTOMER (name as specified above)

DocuSigned by:  
*Janu Bhati*

By \_\_\_\_\_  
953F9159C43D4FF...

\_\_\_\_\_  
Print Name

VP Treasury

\_\_\_\_\_  
Title

Concur Use Only: M

CONCUR TECHNOLOGIES, INC.

SALES ORDER FORM  
Premium Implementation

GENERAL INFORMATION

<b>Customer Name:</b>	Multi-Color Corporation	<b>Order Effective Date:</b>	April 26, 2021
<b>PO To Be Issued:</b>	No	<b>County:</b>	N/A
<b>Currency for Fees:</b>	United States Dollar (USD)	<b>Tax Exemption Claimed:</b>	No

*(Tax exemption certificate must be provided by Order Effective Date)*

SERVICES ORDERED

Description	Unit	Rates	Estimated Fee
Additional Premium Support, as further described in Exhibit 1 attached hereto	90 hours	\$ 147.50 per person per hour	\$13,275.00

ORDER TERMS

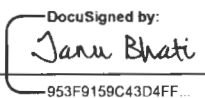
**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Currency for Fees:** All fees set forth in this Sales Order Form are denominated in the currency specified above under "Currency for Fees" and shall be paid by Customer in such currency.

**Invoicing:** With respect to this Sales Order Form the following shall apply: Customer will pay Concur an hourly rate as set forth above for the Service hereunder. Concur will invoice Customer on a monthly basis in arrears for all actual hours used in provision of the Service in the preceding month. The total estimated fee set forth above is only an estimate as the Service will be performed on the time and materials basis as described above. Concur will provide a monthly budget analysis to provide Customer with a summary of hours utilized compared to the totals provided Exhibit 1. Billing of fees for the Service is based upon the actual hours worked multiplied by the applicable hourly rate(s), as set forth in the table above and is exclusive of travel and related expenses.

**Payment Terms:** Customer will pay each accurate Concur invoice as provide under the agreement.

CUSTOMER (name as specified above)

By    
 953F9159C43D4FF...

Print Name

VP Treasury

Title

Concur Use Only: M \_\_\_\_\_

**Exhibit 1**  
**Premium Support**  
**Scope of Services: APS Service Configuration**

**Overview of Services to be performed:**

- Customer is implementing the Additional Premium Support (“APS”) Service for the configuration of the Expense Service which will be configured by Concur for the Expense service ordered under the Agreement, as set forth in more detail below. Any substantive changes in the scope of the APS Service shall be reflected in a mutually agreeable Change Order.
- Concur will work with Customer’s Project team to collect and define requirements for the APS Service configuration. Concur will provide Project management, functional and technical design support for the APS Service configuration. In addition, Concur will provide templates for testing management and execution, change management, and training related to the APS Service configuration.
- The APS Service configuration will be completed upon the earlier of the following: (i) delivery of the configuration in accordance with the Project scope set forth herein; or (ii) 6 months from Project start date, unless extended by mutual agreement. Any Customer delays in the Project may result in additional charges.
- Concur will perform the APS Service configuration remotely during normal business hours (8:00 a.m. to 6:00 p.m.) dependent on the Concur resource’s location.

**1. Scope of APS Service Configuration Project**

The APS Service configuration project (each, a “Project”) consists of up to two (2) countries or two (2) policy configurations within the same geographic region, in each case for up to a maximum of ninety (90) hours of work. All work associated with a Project is considered to be a single body of work and will be run as a single project.

For the in-scope countries/configurations, the Project will consist of:


- Up to two (2) new installation of a core product language(s)/locale(s) (with Customer-provided translation).
- Up to two (2) new ledger(s) or account code hierarchy(ies).
- Up to two (2) new policy(ies).
- Up to two (2) new workflow(s).
- Up to two (2) new domestic VAT configuration(s).
- Up to two (2) new travel allowance configuration(s) (including the US GSA rate service if applicable).
- Up to two (2) new employee form(s).
- Up to two (2) new delegate configuration(s).
- Up to two (2) new report header form(s).
- Up to two (2) new allocation form(s).
- Unlimited expense types, entry forms, and Customer-configured audit rules
- Up to three (3) new card feeds.
- Up to three (3) new payment types.

For clarification, a Project does not include:

- A new travel configuration/country
- Concur invoice configuration
- Expense Pay
- Expenselt Pro
- Budget Insight
- Single Sign-On setup
- Travel Request
- Cash Advance request
- Company Bill Statements (Purchase Card Only)
- Risk Messaging
- TripLink
- Concur Mobile testing support
- Accounting extract file split or a custom extract file (data will be included in existing feed)
- Custom Concur Intelligence report
- Any other Concur extended or add-on services related to the Expense Service Type not otherwise included in the Project scope above.

Concur Use Only: M

2. APS Service Configuration Project Plan

THE BEST RUN 					
Customer Name: Multi-Color Corporation					
DATE	TASKS	Effort In Hours		Rate = \$147.50	
		IPM	TC	Total Hours	Cost
<b>GETTING STARTED</b>					
	Executed contract clears Concur Legal				
Month 1	Project Initiation	0.5		0.5	\$ 73.75
Month 1	Project Manager Prep Calls and Kickoff Meeting preparation	0.5		0.5	\$ 73.75
Month 1	Kick off/Strategy Session and project primer with Customer team	0.5		0.5	\$ 73.75
Month 1	Project Schedule creation and maintenance and Design Readiness	0.5	0.5	1	\$ 147.50
<b>ANALYSIS &amp; DESIGN</b>					
Ongoing	Project Review and Status Meetings	4	2	6	\$ 885.00
Month 1-2	Expense - Functional - Analysis and Design Meetings	4		4	\$ 590.00
Month 1-2	Technical - Analysis and Design Meetings	1	1	2	\$ 295.00
Month 2	Functional work - Ongoing requirement discussions and open design decisions	4		4	\$ 590.00
Month 2	Credit Card Feed Requests and setup	1.5	3	4.5	\$ 663.75
<b>CONFIGURATION, REVIEW &amp; VALIDATION</b>					
Ongoing	Project Review and Status Meetings	8	4	12	\$ 1,770.00
Month 2 - 3	Expense Functional Configuration	12	2	14	\$ 2,065.00
Month 3	Interface Files (inbound and outbound) - Additional Q&A Discussions		2	2	\$ 295.00
Month 3	Site Walkthrough (SWT)	2	1	3	\$ 442.50
Month 3	Back office Knowledge Transfer	1	1	2	\$ 295.00
Month 3	Functional Configuration Updates	2		2	\$ 295.00
Months 4 - 5	Testing Support Expense (all phases of testing)	12		12	\$ 1,770.00
Month 5	Testing finalized	1		1	\$ 147.50
<b>DEPLOYMENT</b>					
Month 6	Production Preparation & Validation	12	2	14	\$ 2,065.00
Month 6	Production Support for Deployment	2	2	4	\$ 590.00
Month 6	Transition to Support	0.5		0.5	\$ 73.75
<b>TRANSITION</b>					
TED	Project Wrap-up	0.5		0.5	\$ 73.75
<b>Total Hours Planned :</b>		<b>69.5</b>	<b>20.5</b>	<b>90</b>	<b>\$ 13,275.00</b>

3. Roles and Methodology

Concur's methodology for assisting Customer during a Project is outlined below.

Key roles to be employed during the Project may include the following, which may also be combined into a single individual resource:

- Implementation Project Manager - The Concur Project Manager ("IPM") manages the Project from planning and organization activity through deployment. Activities include developing project plans, preparing estimates and change orders, allocating resources, and overseeing the work of other Concur team members. The IPM will be responsible for direct oversight of all Concur design decisions. The IPM will be responsible for providing oversight and guidance related to application configuration during the Project and will act as a liaison with the Customer Project team. The IPM will also be responsible for responding to all functional questions presented by the Customer Project team during the project and will act as a first point of contact with the Customer Project team.
- Technical Consultant - The Concur Technical Consultant ("TC") will be responsible for assisting the Customer implementation and technical team with all Expense service technical and interface related activities. The Technical Consultant will also be responsible for responding to all technical questions presented by the Customer Project team over the duration of the Project and will act as a first point of contact for technical items with the Customer Project team.

Concur utilizes the following five-phase (5-phase) implementation methodology for the project:

A. Getting Started

The Concur Project team will conduct a strategy session, schedule the project activities, base the high-level business requirements on the existing Expense Service Type configurations, and recommend best practices for the APS Service configuration. Customer will identify its resources, develop the Project plan with Concur support, and participate in all scheduled Project calls. The Project Plan will be developed with agreed upon timelines from both parties.

Project Team Training & Preparation

**Concur Use Only: M \_\_\_\_\_**

It is assumed that there will be one or more representatives from the Customer's initial Expense Service implementation team or from a previous implementation/configuration project who will be an active participant in the Project. Customer is responsible for training its Project team members on any features and functionality within the production environment. Concur provides access to the Concur Deployment Toolkit, an online training tool intended for use by Customer's Project team for training on key features of the Expense Service. Concur will schedule a two (2) hour training call prior to the start of testing to review the features and functionality of the Processor, Receipt Processor, and Administration roles identified for the Expense Service. The Administrative training will focus primarily on the setup and management of audit rules.

**B. Analysis & Design**

The Concur Project team will facilitate analysis and design meetings to confirm the design approach, review the import and export file specifications with Customer's IT resources, and work with Customer to reach consensus on the design. Customer will attend analysis meetings, make business decisions related to configuration design and processes, and receive implementation support on the interfaces.

**C. Configuration Review & Validation**

Concur resources will configure the Expense Service, update Customer's Project team on changes to the existing configuration of the Expense Service, facilitate regularly scheduled meetings to support the Customer's testing iterations, and make configuration changes in response to testing results if required. Customer will build interface bridge programs for applicable interfaces and test the Expense Service, including the interfaces.

**D. Deployment**

Concur Project team will promote the configuration changes from the test environment to the production environment and assist with planning the production use of the APS Service configuration. Customer will notify end users of the up-coming system blackouts and cut-over schedule (change management). Customer will conduct training activities. Customer is responsible for employee training and change management.

**E. Transition**

The Concur Project team will check Project documentation into internal file storage repositories, update internal Customer relationship management system data, and notify Concur customer support of Project completion. Concur will provide up to two (2) weeks of post-production-use support to Customer and then will transition Customer to Concur customer support for production support services.

**4. Customer Responsibilities**

Time requirements vary for each Concur customer based on complexity of requirements and the skill set of customer resources. Customer Project members are very active participants in each phase. Adequate time for each phase shall be allocated by Customer in order to perform Customer related tasks on a timely basis.

Customer will provide resources that are comparable to those provided by Concur, and Customer's Project team will represent each Affiliate/Country/Business Unit in scope for this Project. Customer agrees to assign a single point of contact (the "Customer Project Manager") that will oversee the Customer's Project responsibilities and ensure Customer timelines are met by internal Customer resources.

- Customer will provide appropriate resources and ensure that such are available and participate as needed.
- Customer Project Manager will work directly with Concur to address any issues regarding project variances or the timely access to people or information.
- Customer Project Manager will ensure that Customer's Project team is staffed and prepared to meet mutually agreed timelines. If delays occur due to lack of resources, the Project may be placed on hold or may incur additional costs.
- Customer will provide a primary resource to serve as deployment lead in the generation of business requirements. The Concur Project Manager will oversee these activities and provide guidance but will rely on those resources to execute and manage Project plan activities for Customer.
- Customer will provide dedicated resources to provide ERP, HR and other system expertise and to develop interfaces between Concur and the respective financial system instances.

Customer assumes responsibility for the following Customer tasks during the Project:

- Project team members review and familiarity with the Concur Deployment Toolkit
- Development & management of new List imports
- Updates and testing of existing List imports
- Updates and testing of Employee Import
- Training of employees and other internal resources
- Creation, testing and management of new audit rules
- Localization to foreign languages of all Customer configured items (including expense types, forms, exception messages and email reminder messages; provided. Note this list is not inclusive of all potential localization items).
- Migration of all Customer-built configuration elements (including audit rules, exception messages and localization) from test to production (if a test entity was utilized).

**5. Change Control Process**

Either party may request a written change order ("Change Order") to modify the scope of the Additional Premium Support services specified in this Exhibit in the event of actual or anticipated change(s) to the agreed scope of such services as specified herein. Any change to the scope of this Exhibit must be agreed to in writing between Customer and Concur. Customer understands and agrees that requested changes to the Project scope may result in additional costs to cover the time required to complete additional work.

**Concur Technologies, Inc.  
SALES ORDER FORM**

Professional Edition

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** September 25, 2020

**Order Type:** Additional Sale

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**Currency for Fees:** USD

**Tax Exemption Claimed:** No

*(Tax exemption certificate must be provided by Order Effective Date)*

<b>SERVICES ORDERED</b> (primary service offerings)	<b>Initial Set Up Fee</b>
Expense	\$0.00

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

<b>Service</b>	<b>Billing Cycle(s) (beginning on the Transaction Fee Start Date)</b>	<b>Base Transactions (per Billing Cycle)</b>	<b>Base Transaction Fee (per Billing Cycle)</b>	<b>Incremental Transaction Fee (per incr. Trans.)</b>
Expense	1 - 2	900	\$6,662.25	\$9.25
	3 - 4	1500	\$10,890.00	\$9.07
	5 - 6	3600	\$25,515.00	\$8.86
	7 and beyond	4500	\$30,645.00	\$8.51

<b>EXTENDED SERVICES ORDERED</b> (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)	<b>Initial Set Up Fee</b>
Receipt Audit	\$0.00
Expense Pay - Global	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

<b>Extended Service</b>	<b>Billing Cycle(s) (beginning on the Transaction Fee Start Date)</b>	<b>Base Transactions (per Billing Cycle)</b>	<b>Base Transaction Fee (per Billing Cycle)</b>	<b>Incremental Transaction Fee (per incr. Trans.)</b>
Receipt Audit	1 - 2	180	\$423.81	\$2.95
	3 - 4	300	\$652.80	\$2.72
	5 - 6	720	\$1,450.44	\$2.52
	7 and beyond	900	\$1,797.75	\$2.50
Expense Pay - Global	1 - 2	900	Included in the fees for the Service	Included in the fees for the Service



3 - 4	1500	Type Ordered above Included in the fees for the Service	Type Ordered above Included in the fees for the Service
5 - 6	3600	Type Ordered above Included in the fees for the Service	Type Ordered above Included in the fees for the Service
7 and beyond	4500	Type Ordered above Included in the fees for the Service	Type Ordered above Included in the fees for the Service

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expenselt for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 Each	\$0.00
Service Administration - Expense	1 Set Up(s)	\$0.00
Service Administration - Elite for Expense	1 Set Up(s)	\$0.00
User Support Desk	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Drive	1 Set Up(s)	\$0.00

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expenselt for Expense	1 - 2	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
	3 - 4	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
	5 - 6	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
	7 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 - 2	\$1,363.50	\$1.90
	3 - 4	\$2,205.00	\$1.84
	5 - 6	\$4,428.00	\$1.54
	7 and beyond	\$5,366.25	\$1.49
Service Administration - Expense	1 - 2	\$702.00	\$0.98
	3 - 4	\$990.00	\$0.82
	5 - 6	\$1,998.00	\$0.70
	7 and beyond	\$2,025.00	\$0.56
Service Administration - Elite for Expense	1 - 2	\$317.25	\$0.44
	3 - 4	\$450.00	\$0.37
	5 - 6	\$918.00	\$0.31
	7 and beyond	\$945.00	\$0.26



User Support Desk	1 - 2	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above	
	3 - 4	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above	
	5 - 6	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above	
	7 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above	
Drive	1 - 2		\$452.25	\$0.64
	3 - 4		\$742.50	\$0.62
	5 - 6		\$1,755.00	\$0.61
	7 and beyond		\$2,126.25	\$0.60

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Additional Premium Support	See Order Form for Additional Premium Support with same Order Effective Date	See Order Form for Additional Premium Support with same Order Effective Date
Custom Consulting Service (Per 1 hour block for use up to 1 year after order effective date)	30 Hour(s)	\$7,049.91

**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below.

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 30 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Additional Multi-Country Expense Configuration (per 120-hour block):** The Additional Multi-Country Expense Configuration ordered hereunder shall be deemed completed upon the earlier of the date 6 months after the Order Effective Date or completion of the 120-hour block)

**Termination of Consultative Intelligence:** Notwithstanding anything in the Agreement to the contrary, Customer shall have the right to terminate the Consultative Intelligence extended service ordered above, for any reason or no reason whatsoever, to be effective as of the first day of the 13th month after the Transaction Fee Start Date set forth above ("Opt-Out Date"), by delivering to Concur written notice received at least ninety (90) days before the Opt-Out Date.

**Termination of Service Administration:** Notwithstanding anything in the Agreement to the contrary, Customer shall have the right to terminate the Service Administration extended service ordered above, for any reason or no reason whatsoever, to be effective as of the first day of the 13th month after the Transaction Fee Start Date set forth above ("Opt-Out Date"), by delivering to Concur written notice received at least ninety (90) days before the Opt-Out Date. If Customer has ordered the Service Administration - Elite extended service as of the Opt-Out Date, a termination of the Service Administration extended service pursuant to this clause shall likewise include the termination of the Service Administration - Elite extended service.

**Renewal Term:** Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including September 30, 2024 (the "Renewal term"); and (b) after the Renewal Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least 90 days before the desired effective date of such termination.

**Request for Fee Adjustment:** Notwithstanding anything to the contrary in the Agreement, during the initial term through and including August 31, 2023, in the event the total number of actual Transactions for the Expense Service Type ordered hereunder is less than 70% or more than 100% of the current



Base Transactions in any two (2) consecutive Billing Cycles then, upon Concur's receipt of Customer's written request 30 days prior to the start of the next tier, the parties agree to modify in good faith, an appropriate number of Base Transactions and applicable fees to be charged to Customer thereafter hereunder, provided that the adjusted number of Base Transactions will not be less than 70% of current Base Transactions per Billing Cycle as stipulated under this Order Form. Any such adjustment shall be set forth in an applicable Order Form signed by the parties and shall be effective as set forth therein. Customer agrees that it will exercise on no more than one (1) occasion annually during the initial term.

[signature page follows]

CUSTOMER (name as specified above)

By John LeClair

JOHN LECCLAIR

Print Name

GLOBAL PROCUREMENT - INDIANAPOLIS

Title

(π)

Concur Technologies, Inc.  
SALES ORDER FORM

## Professional Edition

**GENERAL INFORMATION**

Customer Name: Multi-Color Corporation

Order Effective Date: December 19, 2018

Order Type: Additional Sale

Service Type Billing Cycle: Quarterly beginning on the Transaction Fee Start Date

Currency for Fees: USD

Tax Exemption Claimed: No

*(Tax exemption certificate must be provided by Order Effective Date)***SERVICES ORDERED** (primary service offerings)

Initial Set Up Fee

Expense \$0.00

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense	1 and beyond	1200	\$13,066.86	\$12.53

**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

Initial Set Up Fee

Receipt Audit				\$0.00
Expense Pay - Global				Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Receipt Audit	1 and beyond	300	\$775.14	\$2.97
Expense Pay - Global	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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Expensell Pro for Expense

1 Set Up(s)

Included in the fees for the Service Type  
Ordered above**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expensell Pro for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Custom Consulting Service (Per 1 hour block for use up to 1 year after order effective date)	16 Hour(s)	\$4,720.00

**ORDER TERMS**

**General:** This Order Form issued by Concur Technologies, Inc. ("Concur") and the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Renewal Term:** Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including December 31, 2021 (the "Renewal term"); and (b) after the Renewal Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least 90 days before the desired effective date of such termination.

**Optional Expansion of Base Transaction:** During the Renewal Term, Customer may request an increase in the number of Base Transactions for the Expense Service Type ordered under the BSA, by delivering to Concur a written request therefore. Upon receipt of such request, Concur and Customer will work in good faith to execute a subsequent Sales Order Form to address the corresponding fees for such increase in Base Transactions. Any such expansion shall be effective as of the beginning of the first Billing Cycle after the date that Concur and Customer execute such applicable Sales Order Form.

[signature page follows]

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**CUSTOMER** (Name as specified above)

By Richard L Ball  
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Print Name

Vice President Global Supply Chain

Title

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Concur Technologies, Inc.

**SALES ORDER FORM**  
Concur Professional Edition

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation  
**Order Type:** Additional Sale  
**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date  
**Order Effective Date:** ~~APRIL 04, 2017~~  
 December 6, 2017

**GENERAL SERVICE INFORMATION**

**Currency for Fees:** USD  
**PO To Be Issued:** No  
**Customer Region:** North America  
**Tax Exemption Claimed:** No  
*(Tax exemption certificate must be provided by Order Effective Date)*  
**Country Scope:** N/A

SERVICES ORDERED (primary service offerings)	Initial Set Up Fee
Expense	\$0.00

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Expense	1 and beyond	990	\$10,830.80	\$12.58

EXTENDED SERVICES ORDERED (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)	Initial Set Up Fee
Expense Pay - Global	Included in the fees for the Service Type Ordered above
Expense Pay - North America	TERMINATED

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Expense Pay - Global	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Expense Pay - North America	1 and beyond	TERMINATED	TERMINATED	TERMINATED

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expensel Pro for Expense	1 Set Up Fee	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Expensel Pro for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Sales Order Form is issued under and is incorporated into the business services agreement ("BSA") between Concur Technologies, Inc. ("Concur") and the Customer specified herein and in the BSA. Customer hereby orders the services specified in this Sales Order Form for the term of the BSA, and Concur hereby agrees to

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perform such services, subject to the terms set forth herein and in the BSA. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the BSA. If any terms of this Sales Order Form are inconsistent with the terms of the BSA, including the exhibits thereto, then the terms of this Sales Order Form shall control.

**Currency for Fees:** All fees set forth in this Sales Order Form are denominated in the currency specified above under "Currency for Fees" and shall be paid by Customer in such currency.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Sales Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Pre-Production System Fees:** For each Service Type specified in this Sales Order Form that includes a Pre-Production System Fee, Concur shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary Service.

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all Recurring Fees specified in the "Extended Services Ordered" section(s) above that pertain to such Service) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the BSA.

**Definitions:** For purposes of this Sales Order Form, the following terms will have the meanings specified below:

**"Annual Period"** means each 12-month period beginning on the Order Effective Date specified above.

**"Base Transactions"** means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA.

**"Billing Cycle"** means the billing frequency specified above as the "Billing Cycle"; provided, that the Billing Cycle for all fees pertaining to Meeting Management shall be monthly, regardless of the Billing Cycle selected for any other service.

**"Incremental Transactions"** means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which Customer is required to pay the corresponding Incremental Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA.

**"Production Availability"** means, for the Service Type(s) ordered hereunder, the date on which Concur makes such Service Type available to 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 above or previously ordered under the BSA.

**"Service Type"** means each primary service offering ordered as specified in the "Service Ordered" section above or previously ordered as a "Service Type" under the BSA.

**"Transaction"** means, except as otherwise set forth below for the applicable service, an expense report that is submitted by or on behalf of an employee or agent of Customer during a given Billing Cycle through the use of the Service; provided, however, that all submissions and re-submission of a single expense report shall be counted as a single Transaction.

Service Description	Type of Transaction
Audit (Policy, Receipt and Elite)	An expense report with respect to which 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 re-submissions of a single Concur request or expense report, as applicable, shall be counted as a single Transaction.
Client Web Services for Invoice Processing	A vendor payment request
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction.
Concur Connector for NetSuite for Expense or Travel & Expense	An expense report or vendor payment request (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction.
Concur Connector for NetSuite for Invoice Processing	A vendor payment request
Concur Insight - Premium for Invoice Processing	A vendor payment request
Consultative Intelligence for Invoice Processing	A vendor payment request
Expense Pay	A payment made to a payee using Expense Pay - North America, Expense Pay - EMEA, Expense Pay - APA or Expense Pay - Japan
Guaranteed Compliance Service	An expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence for Invoice Processing	A vendor payment request
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 Concur performs Invoice Capture as reflected by the service
Invoice Line Item Capture	A vendor payment request
Invoice Pay	A payment made to a payee using Invoice Pay
Invoice Processing	A vendor payment request
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 shall be counted as a single Transaction.
Locate & Alert	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 Concur performs Paper Receipt Handling as reflected by the Service
Purchase Requests for Invoice	A vendor payment request
Risk Messaging - Essentials	A booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Messaging service; provided, however, that any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction.

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Risk Messaging - Premium	A booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Messaging service; provided, however, that any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Service Administration for Invoice Processing	A vendor payment request
Travel Request – Standalone	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
TriplT Pro – User-Based Pricing	A Registered User
User Support Desk for Invoice Processing	A vendor payment request

In addition, for Travel and Expense, 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.

"Transaction Fee" means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee and/or Recurring Fees specified in this Sales Order Form; and (ii) 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 this Sales Order Form. The Base Transaction Fee and Recurring Fee components will be invoiced for payment in advance of each Billing Cycle and the Incremental Transaction Fee component will be invoiced for payment in arrears for the preceding Billing Cycle.

"Transaction Fee Start Date" means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Optional Select Access Services:** Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur's Select Access services in conjunction with Customer's use of applicable Concur services for additional fees based on actual usage of such Select Access services. A list of Concur's Select Access services and corresponding fees and related terms are available within the Concur Support portal, incorporated herein by this reference, and subject to change from time to time as specified within the posted documentation on the Concur Support portal.

**Termination of Expense Pay - North America :** Concur and Customer hereby agree to terminate Customer's order of the Expense Pay - North America extended service effective as of the first Billing Cycle after the date specified above as the "Order Effective Date". The parties agree that neither Concur nor Customer have any further obligations related to such extended service effective as of such first Billing Cycle.

[Signature On Next Page]

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Concur Technologies, Inc.

By \_\_\_\_\_

Melanie Morgan

SVP Legal

DocuSigned by:

*Melanie Morgan*

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CUSTOMER (name as specified above)

By \_\_\_\_\_

*[Signature]*  
*RICHARD L BALK*

Print Name

*VP: GLOBAL SUPPLY CHAIN*

Title



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**Concur Technologies, Inc.**  
**SALES ORDER FORM**  
**Professional Edition**

**GENERAL INFORMATION**

<b>Customer Name:</b> Multi-Color Corporation	<b>Order Effective Date:</b> September 24, 2014
<b>Order Type:</b> Additional Sale	
<b>Service Type Billing Cycle:</b> Monthly beginning on the Transaction Fee Start Date	
<b>BSA Address For Notices:</b> 4053 Clough Woods Dr Batavia, OH 45103 USA	<b>BSA Billing Address:</b> 4053 Clough Woods Drive BATAVIA, OH 45103 USA
<b>Attention:</b> Rick Ball	<b>Attention:</b> Rick Ball
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	<b>Email:</b>
	<b>County:</b>

**GENERAL SERVICE INFORMATION**

<b>Currency for Fees:</b> USD	<b>Tax Exemption Claimed:</b> No
<b>PO To Be Issued:</b> No	<i>(Tax exemption certificate must be provided by Order Effective Date)</i>
<b>Customer Region:</b> North America	<b>Country Scope:</b> N/A

<b>SERVICES ORDERED (primary service offerings)</b>	<b>Pre-Production Fee</b>	<b>Initial Set Up Fee</b>
Expense	\$0.00	\$0.00

**SERVICES ORDERED FEE DETAILS (recurring fees for the primary service offerings ordered above)**

<b>Service</b>	<b>Billing Cycle(s) (beginning on the Transaction Fee Start Date)</b>	<b>Base Transactions (per Billing Cycle)</b>	<b>Base Transaction Fee (per Billing Cycle)</b>	<b>Incremental Transaction Fee (per Incr. Trans.)</b>
Expense	1 and beyond	325	\$3,452.25	\$10.62

**EXTENDED SERVICES ORDERED (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)**

	<b>Initial Set Up Fee</b>
PAPER RECEIPT HANDLING	TERMINATED
RECEIPT AUDIT	\$0.00

EXPENSE PAY - NORTH AMERICA Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the transaction-based extended services ordered above)**

<b>Extended Service</b>	<b>Billing Cycle(s) (beginning on the Transaction Fee Start Date)</b>	<b>Base Transactions (per Billing Cycle)</b>	<b>Base Transaction Fee (per Billing Cycle)</b>	<b>Incremental Transaction Fee (per Incr. Trans.)</b>
Receipt Audit	1 and beyond	75	\$204.00	\$2.72
Paper Receipt Handling	1 and beyond	TERMINATED	TERMINATED	TERMINATED
Expense Pay - North America	1 and beyond	325	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

*Handwritten initials/signature*



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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
ExpenseIt Pro for Expense and Travel & Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
ExpenseIt Pro for Expense and Travel & Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Sales Order Form is issued under and is incorporated into the business services agreement ("BSA") between Concur Technologies, Inc. ("Concur") and the Customer specified herein and in the BSA. Customer hereby orders the services specified in this Sales Order Form for the term of the BSA, and Concur hereby agrees to perform such services, subject to the terms set forth herein and in the BSA. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the BSA. If any terms of this Sales Order Form are inconsistent with the terms of the BSA, including the exhibits thereto, then the terms of this Sales Order Form shall control.

**Currency for Fees:** All fees set forth in this Sales Order Form are denominated in the currency specified above under "Currency for Fees" and shall be paid by Customer in such currency.

**invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Sales Order Form as set forth below.

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Pre-Production System Fees:** For each Service Type specified in this Sales Order Form that includes a Pre-Production System Fee, Concur shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary Service.

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all Recurring Fees specified in the "Extended Services Ordered" section(s) above that pertain to such Service) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the BSA.

**Definitions:** For purposes of this Sales Order Form, the following terms will have the meanings specified below.

**"Annual Period"** means each 12-month period beginning on the Order Effective Date specified above.

**"Base Transactions"** means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA; provided that such measurement period shall be a given Annual Period for any order of Meeting Management.

**"Billing Cycle"** means the billing frequency specified above as the "Billing Cycle"; provided, that the Billing Cycle for all fees pertaining to Meeting Management shall be monthly, regardless of the Billing Cycle selected for any other service.

**"Incremental Transactions"** means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which Customer is required to pay the corresponding Incremental Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA; provided that, for any order of Meeting Management, the measurement period for excess Transactions shall be an Annual Period and any excess Transactions in such Annual Period shall be paid monthly in arrears of the month in which such excess occurs.

**"Production Availability"** means, for the Service Type(s) ordered hereunder, the date on which Concur makes such Service Type available to 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 above or previously ordered under the BSA.

**"Service Type"** means each primary service offering ordered as specified in the "Service Ordered" section above or previously ordered as a "Service Type" under the BSA.

**"Transaction"** means, for the applicable service described below, the corresponding type of transaction described below that is submitted by or on behalf of an employee or agent of Customer during a given Billing Cycle through the use of the Service.

Service Description	Type of Transaction
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Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Audit (Policy, Receipt and Elite)	An expense report with respect to which Concur performs an audit as reflected by the Service
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
TripLink® for Expense or Travel & Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for NetSuite for Expense or Travel & Expense	An expense report or vendor payment request (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for NetSuite for Invoice Processing	A vendor payment request
Concur Connector for QuickBooks	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Financial Connector for Expense or Travel & Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Financial Connector for Invoice Processing	A vendor payment request
Concur Salesforce Connector	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Custom Travel Allowance	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense Pay	A payment made to a payee using Expense Pay – North America, Expense Pay – EMEA, Expense Pay – APA or Expense Pay – Japan
Expenselt® Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
GSA Travel Allowance – Recurring	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Guaranteed Compliance Service	An expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Intelligence for Invoice Processing	A vendor payment request
Consultative Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Intelligence Reports	A Managed Reporting report transaction with a maximum of 8 hours per report.
Concur Insight – Premium for Travel and Expense or Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Insight – Premium for Invoice Processing	A vendor payment request
Concur Insight – Premium for Travel Request Standalone	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
Invoice Processing	A vendor payment request
Invoice Capture	A vendor payment request with respect to which Concur performs Invoice Capture as reflected by the service
Invoice Pay	A payment made to a payee using Invoice Pay
Purchase Requests for Invoice	A vendor payment request
Budget Insight for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Budget Insight for Travel Request	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
Japanese Public Transport	An expense report that incorporates Japanese Public Transport expenses; provided, however, that all submissions and re-submissions of a single

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	expense report shall be counted as a single Transaction
Locate & Alert	A Registered User
Locate & Alert – Traveler Edition	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
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 Concur performs Paper Receipt Handling as reflected by the Service
Service Administration for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Service Administration for Invoice Processing	A vendor payment request
Travel Request – Standalone	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
Travel Request – Add-on	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Risk Messaging - Premium	A booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Messaging service; provided, however, that any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Risk Messaging - Essentials	A booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Messaging service; provided, however, that any booking that is cancelled within the same calendar month in which it is confirmed will not count as a Transaction
Central Reconciliation	A travel request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single travel request or expense report, as applicable, shall be counted as a single Transaction
User Support Desk for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
User Support Desk for Invoice Processing	A vendor payment request
Triplt for Teams	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Triplt Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Triplt Pro – User-Based Pricing	A Registered User
Web Services for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Web Services for Invoice Processing	A vendor payment request

In addition, for Travel and Expense, 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.

"**Transaction Fee**" means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee and/or Recurring Fees specified in this Sales Order Form; and (ii) 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 this Sales Order Form. The Base Transaction Fee and Recurring Fee components will be invoiced for payment in advance of each Billing Cycle and the Incremental Transaction Fee component will be invoiced for payment in arrears for the preceding Billing Cycle.

"**Transaction Fee Start Date**" means: (i) for each Service Type ordered as specified above (and all recurring fees for Extended Services ordered as specified above that pertain to such Service Type), the first calendar month after the date of Production Availability of such Service Type; and (ii) for each Extended Service ordered as specified above that pertains to a previously-ordered Service Type, the first scheduled Billing Cycle after the later of Production Availability of such previously-ordered Service Type or the date specified above as the "Order Effective Date".

**Optional Select Access Services:** Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur's Select Access services in conjunction with Customer's use of applicable Concur services for additional fees based on actual usage of such Select Access services. A list of Concur's Select Access services and corresponding fees and related terms are posted on the Concur Client Central website, incorporated herein by this reference, and subject to change from time to time as specified on such website.

**Termination of Paper Receipt Handling:** Concur and Customer hereby terminate the Paper Receipt Handling extended service previously ordered by the Customer effective as of the end of the current Billing Cycle. The parties agree that neither Concur nor Customer have any further obligations related to this extended service after the last date of the current Billing Cycle.

[signature page follows]



Concur Use Only: M

Concur Technologies, Inc.  
DocuSigned by:

By Melanie Morgan

Melanie Morgan 6426C20C7CEC4D0...

Print Name

Vice President & Head of Corporate Legal

Title

CUSTOMER (name as specified above)

By [Signature]

V.P. - General Supply Chain

Print Name

Title



Concur Use Only: §



**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service (and for all Recurring Fees specified in the "Extended Services Ordered" section(s) above that pertain to such Service) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the BSA.

**Definitions:** For purposes of this Sales Order Form, the following terms will have the meanings specified below:

**"Annual Period"** means each 12-month period beginning on the Order Effective Date specified above.

**"Base Transactions"** means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA

**"Billing Cycle"** means the billing frequency specified above as the "Billing Cycle"; provided, that the Billing Cycle for all fees pertaining to Meeting Management shall be monthly, regardless of the Billing Cycle selected for any other service.

**"Incremental Transactions"** means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which Customer is required to pay the corresponding Incremental Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA

**"Production Availability"** means, for the Service Type(s) ordered hereunder, the date on which Concur makes such Service Type available to 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 above or previously ordered under the BSA.

**"Service Type"** means each primary service offering ordered as specified in the "Service Ordered" section above or previously ordered as a "Service Type" under the BSA.

**"Transaction"** means, for the applicable service described below, the corresponding type of transaction described below that is submitted by or on behalf of an employee or agent of Customer during a given Billing Cycle through the use of the Service.

Service Description	Type of Transaction
Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Audit (Policy, Receipt and Elite)	An expense report with respect to which Concur performs an audit as reflected by the Service
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
TripLink® for Expense or Travel & Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for NetSuite	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for QuickBooks	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Salesforce Connector	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Custom Travel Allowance	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Budget Insight for Expense or Travel and Expense	An Expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Budget Insight for Travel Request	An Expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense Pay	A payment made to a payee using Expense Pay – North America or Expense Pay – EMEA or Expense Pay - APA
GSA Travel Allowance – Recurring	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Guaranteed Compliance Service	An expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Consultative Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Intelligence Reports	A Managed Reporting report transaction with a maximum of 8 hours per report.
Invoice Processing	A vendor payment request
Invoice Capture	A vendor payment request with respect to which Concur performs Invoice Capture as reflected by the Service
Invoice Pay	A payment made to a payee using Invoice Pay
Purchase Requests for Invoice	A vendor payment request
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 shall be counted as a single Transaction
Locate & Alert	A Registered User
Locate & Alert – Traveler Edition	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Meeting Management	Each registration submitted using Meeting Management in which the invited attendee elects to attend the meeting or event during the registration process.

Concur Use Only: S



Paper Receipt Handling	An expense report with respect to which Concur performs Paper Receipt Handling as reflected by the Service
Service Administration for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Service Administration for Invoice Processing	A vendor payment request
Travel Request - Standalone	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
Travel Request - Add-on	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Central Reconciliation	A travel request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single travel request or expense report, as applicable, shall be counted as a single Transaction
User Support Desk for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
User Support Desk for Invoice Processing	A vendor payment request
Tript for Teams	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Tript Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Tript Pro - User Based Pricing	A Registered User
Web Services	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expenselt® Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Risk Management for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Risk Management - Standalone	A Passenger Name Record for air, hotel, car and/or rail imported into the Risk Management service

In addition, for Travel and Expense, 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.

**"Transaction Fee"** means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee specified in this Sales Order Form; and (ii) 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 this Sales Order Form. The Base Transaction Fee component will be invoiced for payment in advance of each Billing Cycle and the Incremental Transaction Fee component will be invoiced for payment in arrears for the preceding Billing Cycle. **"Transaction Fee Start Date"** means: (i) for each Service Type ordered as specified above (and all recurring fees for Extended Services ordered as specified above that pertain to such Service Type), the 1st calendar month after the date of Production Availability of such Service Type; and (ii) for each Extended Service ordered as specified above that pertains to a previously-ordered Service Type, the first scheduled Billing Cycle after the later of Production Availability of such previously-ordered Service Type or the date specified above as the "Order Effective Date."

**Optional Select Access Services:** Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur's Select Access services in conjunction with Customer's use of applicable Concur services for additional fees based on actual usage of such Select Access services. A list of Concur's Select Access services and corresponding fees and related terms are posted on the Concur Client Central website, incorporated herein by this reference, and subject to change from time to time as specified on such website.

[Signature On Next Page]

Concur Use Only: S



Concur Technologies, Inc. By:

By Melanie Morgan

6426C20C7CEC4D0...

Melanie Morgan  
Print Name

Vice President and Head of Corporate Legal  
Title

CUSTOMER (name as specified above)

By [Signature]

RYAN SACCOLO

Print Name

Director, CPA  
Title

**Concur Technologies, Inc.  
SALES ORDER FORM**

**Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** April 02, 2024

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

Company Bill Statements	\$ 3,375.00
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Company Bill Statements	1 and beyond	300	\$ 1,228.80	\$ 5.13

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

Concur Use Only: S

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**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

"**Transaction Fee Start Date**" means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

[signature page follows]

Concur Use Only: S

Multi-Color Corporation

DocuSigned by:

*David Kaplan*

Signature \_\_\_\_\_

David Kaplan

Print Name \_\_\_\_\_

Global Category Mgr

Title \_\_\_\_\_

**Concur Technologies, Inc.  
SALES ORDER FORM**

**Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** April 04, 2024

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Partner Delivered Expansion	1 Each	CIP \$0

**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

Concur Use Only: S



**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Configuration Services:** The configuration services that are purchased from a Concur Implementation Partner ("CIP") under a separate agreement between such CIP and Customer are identified herein by a designation of "CIP" for the related "Initial Set-up Fee". All other configuration services are purchased directly from Concur.

[signature page follows]

Concur Use Only: S

DocuSigned by:  
**Multi-Color Corporation**  
Signature David Kaplan  
9271C153D99A40A...  
David Kaplan  
\_\_\_\_\_  
Print Name  
Global Category Manager  
\_\_\_\_\_  
Title

Concur Technologies, Inc.  
SALES ORDER FORM

Professional Edition

**GENERAL INFORMATION**

Customer Name: Multi-Color Corporation

Order Effective Date: December 17, 2023

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

Initial Set Up Fee

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

Initial Set Up Fee

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Additional Supported Corporate Card Feed	1 Feed(s)	\$ 3,000.00

**ORDER TERMS**

**General:** This Order Form is issued by Concur Technologies, Inc. ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Offer Expiration Date:** December 31, 2023

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

"Transaction Fee Start Date" means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".


[signature page follows]

Concur Use Only: S

SAP Concur

Multi-Color Corporation

Signature

  
Ricardo A. DeNobis

Print Name

VP FINANCE, SSC

Title

**Concur Technologies, Inc.  
SALES ORDER FORM**

**Professional Edition**

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**GENERAL INFORMATION**


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**Customer Name:** Multi-Color Corporation

**Order Effective Date:** June 15, 2023

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

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**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

Expense	\$ 0.00
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**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense	1 and beyond	3600	\$ 21,654.00	\$ 7.52

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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

Expense Pay - Global	\$ 0.00
Intelligent Audit - Advanced	\$ 0.00
Intelligent Audit - Advanced Edition - Expedited Service Add-on	\$ 0.00

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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense Pay - Global	1 and beyond	1101	\$ 1,263.39	\$ 1.44
Intelligent Audit - Advanced	1 and beyond	3600	\$ 8,467.20	\$ 2.94
Intelligent Audit - Advanced Edition - Expedited Service Add-on	1 and beyond	3600	\$ 2,131.20	\$ 0.74

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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expenself for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Client Web Services	1 Set Up(s)	\$ 0.00
User Support Desk	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Drive	1 Set Up(s)	\$ 0.00
Advanced Care for Expense	1 Set Up(s)	\$ 0.00
Production Sandbox Environment - One Unit	1 Each	\$ 0.00

Concur Use Only: S



Consultative Intelligence

1 Each

\$ 0.00

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expenselt for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Client Web Services	1 and beyond	\$ 4,233.60	\$ 1.48
User Support Desk	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Drive	1 and beyond	\$ 1,755.00	\$ 0.61
Advanced Care for Expense	1 and beyond	\$ 13,500.00	\$ 4.69
Production Sandbox Environment - One Unit	1 and beyond	\$ 5,760.00	\$ 0.00
Consultative Intelligence	1 and beyond	\$ 4,428.00	\$ 1.53

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

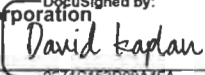
**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

[signature page follows]

Concur Use Only: S

DocuSigned by:  
**Multi-Color Corporation**  
Signature   
9271C153D99A1CA...  
David Kaplan  
\_\_\_\_\_  
Print Name  
Global Category Manager  
\_\_\_\_\_  
Title

Concur Technologies, Inc.  
SALES ORDER FORM

Professional Edition

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** December 08, 2022

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

Expense	\$ 0.00
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**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense	1 and beyond	3000	\$ 18,045.00	\$ 7.52

**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

Expense Pay - Global	\$ 0.00
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense Pay - Global	1 and beyond	900	\$ 1,032.75	\$ 1.44

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expenselt for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Client Web Services	1 Set Up(s)	\$ 0.00
User Support Desk	1 Set Up(s)	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expenselt for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Client Web Services	1 and beyond	\$ 3,528.00	\$ 1.48

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User Support Desk	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Waiver of Fees:** Concur shall waive the Recurring or Base Transaction Fees (as applicable) for additionally ordered Service Types and/or Extended Services as specified below that may come due under the Agreement for a period of three (3) calendar months, beginning on the Transaction Fee Start Date set forth above.

- **Client Web Services**

[signature page follows]

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DocuSigned by:  
**Multi-Color Corporation**  
Signature David Kaplan  
9271C153D99A40A...

Print Name  
Global Category Manager  
Title

**Concur Technologies, Inc.  
SALES ORDER FORM**

Professional Edition

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** June 22, 2022

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Production Sandbox Environment - One Unit	1 Each	\$ 0.00

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Production Sandbox Environment - One 1 and beyond Unit		\$ 4,800.00	\$ 0.00

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

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**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Termination of Production Sandbox Environment:** Notwithstanding anything in the Agreement to the contrary, Customer shall have the right to terminate the Production Sandbox Environment extended service ordered above, for any reason or no reason whatsoever, to be effective as of the first day of the 13th month after the Transaction Fee Start Date set forth above ("Opt-Out Date"), by delivering to Concur written notice received at least ninety (90) days before the Opt-Out Date.

**Additional Agreement Terms:** The Agreement is amended by incorporating the following document as an attachment to the Agreement: Data Processing Agreement for SAP Cloud Services, as updated from time to time, located here <http://go.sap.com/about/agreements.html>. For purposes of this Order Form, all references to "SAP" in the Data Processing Agreement for SAP Cloud Services shall mean "Concur".

[signature page follows]

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DocuSigned by:  
Multi-Color Corporation  
Signature Richard Bengos  
6C1FC630AD8C4CC...

Print Name \_\_\_\_\_

Vice President, Finance, SSC

Title \_\_\_\_\_

Concur Use Only: M

CONCUR TECHNOLOGIES, INC.  
SALES ORDER FORM  
Premium Implementation

GENERAL INFORMATION

<b>Customer Name:</b>	Multi-Color Corporation	<b>Order Effective Date:</b>	May 02, 2022
<b>Currency for Fees:</b>	United States Dollar (USD)	<b>Tax Exemption Claimed:</b>	No

*(Tax exemption certificate must be provided by Order Effective Date)*

SERVICES ORDERED

Description	Unit	Rates	Estimated Fee
Additional Premium Support, as further described in Exhibit 1 attached hereto	102 Hours	\$295 per person per hour	\$30,090.00

ORDER TERMS

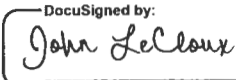
**General:** This Order Form is issued by Concur Technologies, Inc. ("Concur") and the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "APS Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement, and the APS Service shall be considered a component of the Service under the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form shall constitute a Sales Order Form under the Agreement. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

**Currency for Fees:** All fees set forth in this Order Form are denominated in the currency specified above under "Currency for Fees" and shall be paid by Customer in such currency.

**Invoicing:** With respect to this Order Form, the following shall apply: Customer will pay Concur an hourly rate as set forth above for the APS Service. The total estimated fee set forth above is only an estimate as the APS Service will be performed on the time and materials basis as described above. Concur will provide a monthly budget analysis to provide Customer with a summary of hours utilized compared to the totals provided in Exhibit 1. Billing of fees for the APS Service is based upon the actual hours worked multiplied by the applicable hourly rate(s), as set forth in the table above and is exclusive of travel and related expenses.

**Payment Terms:** Customer will pay each accurate Concur invoice in accordance with the Agreement.

CUSTOMER (name as specified above)

DocuSigned by:  
  
 By \_\_\_\_\_  
D07DAB8DBDFC4DB...  
 John LeCloux

Print Name

SR. DIRECTOR GLOBAL PROCUREMENT

Title

Concur Use Only: M \_\_\_\_\_

## Exhibit 1 Description of Additional Premium Support Service

Concur will provide the APS Service to Customer to configure the Service Type and any extended or additional services related thereto ordered by Customer under the Agreement in accordance with this Exhibit 1 (the "Project").

### 1. Implementation Scope of Services

#### A. Getting Started

The purpose of this phase is to confirm that the scope is defined and that Customer is ready to start the project. Project initiation and organization tasks will include conducting a Strategy Session. Customer shall ensure all of Customer's key Project Team members and sponsors attend the Strategy Session. The goal of the Strategy Session will be to confirm scope of the Project, determine dates for key milestone tasks for drafting of a Project schedule, and to ensure executive commitment to the APS Service. Concur will also provide access to Concur's library of customer-facing deployment tools.

#### B. Analysis & Design

The purpose of this phase is to confirm functional design requirements of the Service. Concur and Customer will participate in Design Sessions where Concur resources will provide direction to guide Customer in determining the configuration options for the Service. Concur will also provide guidance on the integration options available to Customer for providing data to, and obtaining data from, the Service.

#### C. Configuration & Testing

The Concur Implementation Project Manager will configure Customer's Production environment for the Expense Service, as applicable. The Concur Technical Consultant will provide guidance to Customer's Project Team regarding imports, extracts, and any other technical items, related to the configuration process. Once configuration of the Service is completed by Concur, a Site Walkthrough (SWT) will be scheduled with Customer to demonstrate the chosen configuration options and design of the Service. The goal of the SWT will be for Customer Project Team to provide feedback about Concur's performance and to address any corrections required. After completion of SWT, Concur will provide Customer's Project team with access to the environments for testing.

Upon commencement of testing, Customer will drive the Project with Concur in a supporting role. During these test cycles, Concur will provide corrections to the environments (if any) and provide continued guidance through the remainder of testing. Typically, bi-weekly status calls will be conducted during which any issues arising during the testing will be addressed. In parallel with these test cycles, Concur will draft Deployment Plan which will be discussed and finalized with Customer prior to testing completion.

#### D. Deployment

The purpose of this phase is to prepare the Production environment, integrate Service components if required, and go live in the integrated Production environment. If the Travel & Expense Service was purchased, these Service components will be integrated at this time. Production preparation activities may include purging test user data. After the completion of validation, Concur will notify Customer of the availability for Customer to conduct its review of the Production environment. If any corrections are required in the Production environment configuration during this phase, based upon the agreed upon configuration, Concur and Customer will work promptly and in good faith to resolve them. The Concur Project Team will support Customer as each user group deploys, providing on site assistance where necessary and as agreed by the parties.

#### E. Transition

The purpose of this phase is to transition the Production environment for the deployed Service to Customer Support (such continued Production Support being outside of the Project scope) and to close the Project. Concur will facilitate transition of the integrated Production environment to Concur Customer Support. Concur will continue to advise Customer during this Project transition phase.

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### 3. Project Resources

For a full description of the Project Teams for both Concur and Customer during each phase of the Project, please refer to the Concur Implementation Description Guide or Activation Description Guide, as applicable to the APS Service for the Service Type ordered by Customer under the Agreement (the "IDG"), which is incorporated herein by this reference.

#### Key Concur Resources for the Project

- **Implementation Project Manager (IPM)** – Manages the Project from Project initiation through Project completion; activities include developing Project schedules, allocating and scheduling Concur Project Team resources, scheduling and facilitating meetings, documenting meeting minutes, and coordinating activities with the Customer Project Manager. Provides design guidance and expertise for functional design decisions pertaining to the Concur Expense Service; responds to Concur Expense functional questions presented by the Customer Project Team; supports Customer during testing by making configuration corrections and training Customer system administrative and back-office personnel.
- **Technical Consultant (TC)** – Assists Customer Project Team with all technical-related activities; responds to Customer Project Team technical questions regarding flat-file integration, FTP, job scheduling and Single Sign-On (SSO); facilitates and coordinates interaction between other Concur technical resources regarding relevant extended services ordered by Customer such as Client Web Services, connectors, custom extracts and extract splits, and SAP integration purchases.

### 4. APS Service Estimate and Deployment Plan

- The parties shall provide timely, diligent, and appropriate resources to complete the Project within agreed upon timelines and specifications as set out in the Project schedule, and as otherwise agreed by the parties during the Project performance.
- The initiation of the Getting Started phase will vary based on the applicable Order Effective Date and the Concur and Customer Project Team resource availability.
- Concur will schedule resources based on the expectation that the initial Deployment phase shall occur within the five (5) months following the Strategy Session, unless such other timeline for completion is mutually agreed to otherwise in writing by Concur and Customer's Project Managers during or after the Strategy Session.
- Concur will budget resources on the expectation of providing no more than two (2) weeks of post implementation support following the initiation of the go-live support for the final Deployment phase.
- Any anticipated work-stoppages, changes in resource availability, or other causes of delays in the configuration process or Project progress shall be raised timely and discussed between the parties' respective Project Managers.
- After post implementation support, the Production environment and live users transition to Customer Support (not Project Team support).

#### Deployment Plan:

DATE		TASKS	Effort in Weeks		Rate	52%
Week	Start		Week	End	Total Hours	Unit
<b>GETTING STARTED</b>						
		Executed contract clears Concur Legal				
Month 1		Project Initiation, Preparation, and Organization/ Kick off/ Strategy Session	3		3	\$ 885
Month 1		Project Schedule creation and maintenance and Design Readiness	2		2	\$ 590
<b>ANALYSIS &amp; DESIGN</b>						
Ongoing		Project Review and Status Meetings	4	2	6	\$ 1,770
Month 1		Expense-Functional - Analysis and Design Meetings	4		4	\$ 1,180
Month 1		Technical - Analysis and Design Meetings	2	2	4	\$ 1,180
Months 1 - 2		Functional design work - Ongoing requirement discussions and open design decisions	4	1	5	\$ 1,475
<b>CONFIGURATION, REVIEW &amp; VALIDATION</b>						
Ongoing		Project Review and Status Meetings	4	2	6	\$ 1,770
Month 2		Expense Functional Configuration	8		8	\$ 2,360
Month 2		Travel Functional Configuration			0	\$ -
Month 2		Site Walkthrough (SWT)	1		1	\$ 295
Months 2 - 3		Interface Files (inbound and outbound) - Additional Q&A Discussions		4	4	\$ 1,180
Month 3		Testing Support (all phases of testing)	10	4	14	\$ 4,130
Ongoing		Functional Configuration Updates	2		2	\$ 590
<b>DEPLOYMENT</b>						
Ongoing		Project Review and Status Meetings	4	2	6	\$ 1,770
Month 4		Integration with Indirect Travel (Travel Project Manager)	8		8	\$ 2,360
Month 4		Global Pay Functional Configuration	4	1	5	\$ 1,475
Month 4		Credit Card Feed Copy, Coordination, and Set-up	1	2	3	\$ 885
Month 4		Production Preparation & Validation	4	2	6	\$ 1,770
Month 4		Production Support for Deployment	10	2	12	\$ 3,540
<b>TRANSITION</b>						
Month 5		Transition to Support	2		2	\$ 590
TBD		Project Wrap-up	1		1	\$ 295
<b>Total Hours Planned :</b>			<b>78</b>	<b>24</b>	<b>102</b>	<b>\$ 30,000</b>

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## 5. Customer Specific Scope Requirements

The assumptions regarding the specific scope of work and approach to configuring the Service features and functionality as part of the APS Service are set forth below. Please note that there are additional **General and Implementation Services Key Assumptions** that also apply to this Implementation Description which are detailed in the Appendix to this Exhibit.

### General:

- Concur's Project support will be time and materials (T&M) for all work completed for the Customer. Any hours not utilized in this estimation will not be billable to the Customer.
- If the estimated hours will be exceeded or the implementation scope is changed, a mutually discussed and agreed change order must be executed.
- Concur project team will log all hours utilized and share with the Customer via monthly status reports and/or monthly utilization reports.
- The Concur Implementation Project Manager (IPM) will track actual labor hours in total for the Project, and not by phase or task.
- Concur will invoice the customer in accordance with the actual hours utilized plus travel expenses (if any) on a monthly basis.
- All project work is anticipated to be performed remotely. However, if during the project the teams mutually agree to perform any task onsite, Customer accepts that Concur will bill travel-related costs as actuals to Customer. Concur resources will abide by the SAP Concur T&E policy.
- The Concur project team will decide on implementation timeframes with the customer jointly once implementation activities commence.

### Expense Service:

- Multi-Color Corporation environment (p0008786lawq) will be the target environment for the site consolidation.
- The Fort Dearborn Co. (p0006948etxf) environment will be consolidated onto the target environment.
- Customer will follow the Concur "Global Template Approach". This Approach creates a standardized expense management process for Customer which harmonizes certain areas of the functionality at a global level with the flexibility to absorb local variations. This requires standardization of the following functional design elements:
  - A maximum of two (2) Expense Policies
  - Up to one (1) new workflow/expense report approval processes
  - Configure a new ledger to include multiple sub-ledgers
  - Configure new groups to accommodate incoming users
- Customer agrees that the Project scope regarding VAT/tax includes Customer's use of Concur-provided country-specific pre-configured templates, or one of several available generic templates, that can be supported by Concur. If Customer requests VAT/tax configuration that exceeds these parameters and the Expense service functionality supports the request, a Change Order will be required. The scope of this project includes the set-up of a new VAT configuration for Canada only.
- Customer agrees that travel allowance/per diem (TA) is not in scope for this Project. If Customer requests TA configuration a Change Order will be required.
- Concur does not offer regulatory, tax or legal advice in the performance of the Project. Customer is responsible for determining its own regulatory, tax or legal needs as it applies to the configuration and use of the Expense Service.
- Customer agrees that there are no existing credit card feeds that will move from the existing environment to the target environment. No new feeds are anticipated.
- Customer agrees the Project scope regarding Concur Global Pay includes the configuration of up to one (1) new currency, CAD
- Concur and Customer will conduct one (1) Expense functional design session where the client resources will make every effort to provide all global and country-specific functional requirements for the Expense service.
- Concur will configure Expense Service for all requirements during one (1) configuration phase. Minimal additional or revised design requirements are expected during the testing and deployment phases
- Customer will test all functional and technical requirements during one (1) testing period.
- Concur will support Customer to deploy the countries and entities in scope in on (1) deployment wave.
- Customer accepts that the Fort Dearborn Co. (p0006948etxf) environment historical data will not be moved to the target environment.
- Customer accepts all configuration will be set-up in the Customers' existing Production environment and tested using the test user functionality.
- The incoming users will adopt new logins with the same convention as the Target environment. Updates to existing employee logins is not in scope
- The Concur Project resources will provide deployment support based on the support hours included in the APS Service Estimate and Deployment Plan section above. Customer accepts that APS Service during deployment is mainly comprised of emergency configuration defect fixes and providing guidance to the Customer Project team pertaining to Service functionality.

### Travel Service:

- As an Indirect Travel customer, the customer Travel Management Company (the "TMC") will be responsible for Concur Travel Implementation
- A Concur Travel Project Manager ("TPM") will be resourced to assist with the integration of the Expense and Travel environments.

## 6. Customer Responsibilities

Customer is an active participant during the Project and shall be responsible for all Customer responsibilities as identified in the IDG. Customer will assign sufficient resources to the Project to meet the designated Customer responsibilities as set forth in the IDG and ensure that such resources are reasonably available to participate in meetings, review documents, and provide input where reasonably required to facilitate Concur's provision of the APS Service. Time requirements for each Concur customer vary, but Customer should assume that during each Project phase adequate time is allocated in order to participate in meetings, review deliverables, and contribute to the preparation for future phases.

## 7. Change Order Process

Either party may request a written change order ("Change Order") to modify the scope of the APS Service in the event of actual or anticipated change(s) to the agreed scope of such service as specified herein. Any substantive change to the scope of this Exhibit must be agreed to in writing between Customer and Concur. The Change Order form that shall be used is shown at Appendix B of this Exhibit.

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If the change in scope does not result in the need for the purchase of additional hours of support, the Change Order will only require the signature of the Customer Project Manager. If the change in scope does result in the need for the purchase of additional hours of support, it must be signed by a Customer representative with the proper delegation of authority to commit the funding required. If a change requires the purchase of additional hours will be determined by the Concur Project Manager based on budget vs. actual analysis of the project to-date along with the estimate of hours needed for the added scope of work.

Unless specified explicitly in the Project Scope, APS Service requests deemed as out of scope include, but are not limited to:

- Material changes or additional new functional design requirements to be configured during testing and/or deployment phases.
- Adding additional Expense Service countries or business entities beyond those listed in the Customer Specific Scope Assumptions section of this Exhibit.
- Requiring additional Travel Service configurations beyond those listed in the Customer Specific Scope Assumptions section of this Exhibit.
- Requesting Travel Allowance configuration for countries or business entities beyond those which Concur provides pre-configured templates.
- Requesting VAT/tax configuration for countries or business entities beyond those which Concur provides pre-configured templates.
- Requesting personal car mileage configuration for countries or business entities beyond those which Concur provides pre-configured templates.
- Requesting multiple design/configuration/testing phases not already provided for in APS Service Estimate and Deployment Plan.
- Extending the deployment phase and/or adding additional waves of separate user go-lives.

Concur Use Only: M**Appendix A****GENERAL AND IMPLEMENTATION SERVICES KEY REQUIREMENTS**

- For clarity, any version of this or any other APS Service description attached to any Order Form represents the version of such APS Service description that is current as of the applicable Order Effective Date.
- Customer will be responsible for establishing and maintaining Customer's telecommunications links (as necessary) as well as local area networks, and the security of its network and related systems. Concur assumes any hardware and/or third-party software Customer requires for its interfacing with the Service will function according to industry expectations and standards and will not present quality, capacity, timing, or performance problems that would adversely impact the Project's overall progress. Concur will not be responsible for the performance, reliability, availability or security of the Internet or any third-party system or hardware which is not within the scope of the Concur responsibilities or the control of Concur.
- For APS Service purchased for set-up of the Expense Service, the Invoice Processing Service, Concur Request-Standalone service, and/or the Travel & Expense Service Type, the scope of work includes the enablement of one (1) Production environment. Enablement and support will also be included for up to one (1) Test environment if purchased by the Customer. For the APS Service purchased for set-up of the Travel Service, the scope of work includes the enablement of one (1) Production environment.
- If the Travel or Travel & Expense Service Type is ordered by Customer: (a) Customer will have a standard set of global travel requirements that shall apply to all the countries in scope, (b) the Customers TMC(s) shall be authorized Concur TMCs, (c) Customer will implement an automated employee load to maintain user data.
- Integrations between the Service and the Customer's internal systems may be from among the options of the passing of flat files via FTP, SAP Premium Integration with Concur Solutions (SAP ICS), or via the Client Web Services extended service. The options available depend on the Concur extended services purchased by Customer from Concur. When flat files are used, they are limited to a single standard format for master data received by Concur and a single standard format of each transactional interface integrated to and from the Service. Customer is responsible for all data rationalization across multiple ERP instances that Customer may wish to integrate with the Service.
- Scope of the APS Service is limited to the activities and tasks outlined in the Order Form for APS Service and will be delivered remotely except where noted in the APS Service Estimate and Deployment Plan.
- Unless Customer and Concur agree otherwise, Concur will integrate the Expense Service with the Travel Service if Customer has purchased both Services independently or as the Travel & Expense Service Type.
- The Concur Project team will work local standard business hours for their physical location for all tasks of the Project, including all deployment support. Concur resources are available during standard business hours Monday to Friday for their physical geographical location, excluding Concur-recognized holidays, unless otherwise specified.
- Although Concur resources are not dedicated to any one particular customer project, Concur will reserve resources for the Customer based on a mutually agreed upon Project schedule. Reasonable effort will be made to confirm the Project schedule early in the Project to arrange for availability of Concur resources. In the event the Customer needs to make late-term changes to the Project schedule, Concur will use reasonable efforts to change resource reservations based on their current availability.
- Customer accepts that the only credit card feeds Customer can order to be interfaced into the Concur Expense Service are those that are supported by Concur.
- Customer will be responsible to build inbound interfaces to the Service (employee, connected/simple lists, attendee, custom exchange rates, special per diem rates, etc.).
- Customer will develop all outbound data transfer/bridge programs for the SAE unless otherwise noted in the Customer Specific Scope Assumptions section due to the purchase of related Concur services (e.g., Client Web Services, SAP ICS).
- Customer will handle employee and corporate card reimbursement payment on its own based on data they receive from Concur's SAE via flat files, the SAP ICS, or the Client Web Services extended service, unless Customer has ordered from Concur an applicable Expense Pay extended service under the Agreement.
- Customer will be responsible for any development using Client Web Services, if such extended service is ordered under the Agreement.
- If the scope of the APS Service includes SAP ICS integration with the Service, as a part of the scope of the Project, Concur will accordingly configure the Service and activate the SAP ICS functionality for integration with SAP ERP systems. Development of SAP ICS itself is not in scope of the Project. Customer understands that certain tasks for developing the SAP ICS and changes to any Customer SAP ERP systems will be supported by Concur Integration Services resources and/or other SAP resources.
- Within the first ten (10) business days after the initial wave of deployment has begun, Concur will:
  - Ensure the timely engagement of any purchased Concur post-production extended services with a support component (such as User Support Desk or Service Administration extended services, if purchased by Customer), and Concur Account Development.
  - Transition the Customers Production environment to Concur Support which provides 24/7 monitoring of the Service. The Concur Project Team will continue supporting the Customers continuing deployments and Project tasks per the Deployment Plan provided in this Exhibit.
- Customer accepts that the Concur Project Teams deployment support shall consist of fixes for defects to functional configuration and/or troubleshooting technical issues related to the Project scope. Customer agrees that deployment support does not cover new or changing functional configuration to the Concur Service except as explicitly set forth in the Project scope.

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**Appendix B**

**CONCUR TECHNOLOGIES, INC.  
CHANGE ORDER FORM  
Premium Implementation**

GENERAL INFORMATION			
Customer Name:		Change Order Effective Date:	
Original Premium Sales Order Form Contract Effective Date:		Change Order Number Sequence:	1 of 1

SUMMARY OF CHANGE TO PURCHASED PREMIUM SERVICES			
Description	Unit	Rate	Additional Estimated Fee
Addition to the scope of work tasks to be performed by Concur resulting in <b>no/#</b> additional hours to be purchased by Customer	0 Additional Hours	\$295 per person per hour	\$0

**General:** This Change Order Form is issued by Concur Technologies, Inc. ("Concur") and the Customer specified herein. Customer hereby orders the services specified in this Change Order Form and Concur hereby agrees to provide such Service, subject to the terms of the original Premium Sales Order Form signed by the parties on the date specified above. All terms of the original Premium Sales Order Form remain in force, except for as detailed in this Change Order Form. This Change Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

**DETAILED DESCRIPTION OF CHANGE IN SERVICES**

**Description of Additional Work:** •

**Documents Affected/ Included:** •

**Assumptions:** •

**Client Resource** <Name, Title>

**Requesting Change:** <Email Address>

**HOURS AND COST ESTIMATE**

<Description to be used when no additional cost:>

The additional work tasks detailed above will not require Customer to purchase additional hours under this Change Order Form. Customer and Concur agree that once available hours on the original Premium Sales Order form are fully utilized, Customer and Concur will execute a new Premium Sales Order Form to continue these tasks as well as other work associated with the overall Project.

<If additional cost, detail here the hours by resource by task and the summation>

**Estimated Start Date:** \_\_\_\_\_

**Estimated End Date:** \_\_\_\_\_

**AUTHORIZATION**

**CUSTOMER** (name as specified above)

By \_\_\_\_\_

Print Name

Title

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**Concur Technologies, Inc.  
SALES ORDER FORM  
Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** May 02, 2022

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

Expense	\$ 0.00
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**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense	1 and beyond	3000	\$ 21,262.50	\$ 8.86

**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

Expense Pay - Global	Included in the fees for the Service Type Ordered above	
Intelligent Audit - Advanced	\$ 0.00	
Intelligent Audit - Advanced Edition - Expedited Service Add-on	\$ 0.00	
Receipt Audit	TERMINATED	

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense Pay - Global	1 and beyond	3000	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Intelligent Audit - Advanced	1 and beyond	3000	\$ 7,056.00	\$ 2.94
Intelligent Audit - Advanced Edition - Expedited Service Add-on	1 and beyond	3000	\$ 1,776.00	\$ 0.74
Receipt Audit	1 and beyond	TERMINATED	TERMINATED	TERMINATED

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expensell for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 Each	\$ 0.00

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User Support Desk	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Drive	1 Set Up(s)	\$ 0.00
Advanced Care for Expense	1 Set Up(s)	\$ 0.00
Service Administration - Expense	TERMINATED	TERMINATED
Service Administration - Elite for Expense	TERMINATED	TERMINATED

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Consultative Intelligence	1 and beyond	\$ 3,690.00	\$ 1.53
User Support Desk	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Drive	1 and beyond	\$ 1,462.50	\$ 0.61
Advanced Care for Expense	1 and beyond	\$ 11,250.00	\$ 4.69
Service Administration - Expense	1 and beyond	TERMINATED	TERMINATED
Service Administration - Elite for Expense	1 and beyond	TERMINATED	TERMINATED

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Additional Premium Support	See Order Form for Additional Premium Support with the same Order Effective Date	See Order Form for Additional Premium Support with the same Order Effective Date

**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected. This Order Form shall constitute a Sales Order Form under the Agreement.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at anytime on or after the date specified above as the "Order Effective Date".

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in this Sales Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Termination of Receipt Audit:** Concur and Customer hereby agree to terminate Customer's order of the Receipt Audit extended service effective as of the Transaction Fee Start Date. The parties agree that neither Concur nor Customer have any further obligations related to such extended service as of the Transaction Fee Start Date.

**Termination of Service Administration - Expense:** Concur and Customer hereby agree to terminate Customer's order of the Service Administration - Expense extended service effective as of the Transaction Fee Start Date. The parties agree that neither Concur nor Customer have any further obligations related to such extended service as of the Transaction Fee Start Date.

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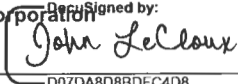


**Termination of Service Administration - Elite for Expense:** Concur and Customer hereby agree to terminate Customer's order of the Service Administration - Elite for Expense extended service effective as of the Transaction Fee Start Date. The parties agree that neither Concur nor Customer have any further obligations related to such extended service as of the Transaction Fee Start Date.

**Termination for Convenience:** Notwithstanding any other provision in the Agreement to the contrary, at any time after the first 12 months following the Transaction Fee Start Date, Customer may terminate the Extended Service(s) ordered under the Agreement, and identified below, for any reason or no reason whatsoever, by providing Concur with ninety (90) days written notice of its intent to terminate the Extended Service(s). Such termination shall take effect upon the expiry of the ninety (90) days' notice period. Upon termination, no further charges with respect to the terminated Extended Services will be invoiced to Customer, except that Customer shall be required to pay any outstanding fees with respect to the terminated Extended Service(s).

**Advanced Care**

Multi-Color Corporation DocuSigned by:

Signature  \_\_\_\_\_  
D07DA8D8BDFC4D8...

Print Name

SR. DIRECTOR GLOBAL PROCUREMENT

Title

Concur Use Only: S



**Concur Technologies, Inc.  
ORDER FORM**

**Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** August 05, 2025

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
Travel Allowance - Statutory Configuration	1 Set Up(s)	\$ 3,000.00

**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the end of the calendar month of the Order Effective Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

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**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

[signature page follows]

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**Multi-Color Corporation**  
Signed by:  
*Richard Andrew Dengos*  
Signature \_\_\_\_\_  
6C1FC630AD6C4CC...  
Richard Andrew Dengos

\_\_\_\_\_  
Print Name

Vice President, Finance, SSC

Title



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Concur Technologies, Inc.

**SALES ORDER FORM**  
Professional Edition

**GENERAL INFORMATION**

<b>Customer Name:</b> Multi-Color Corporation	<b>Order Effective Date:</b> February 14, 2014
<b>Order Type:</b> Initial Sale	
<b>Service Type Billing Cycle:</b> Monthly beginning on the Transaction Fee Start Date	
<b>BSA Address For Notices:</b> 4053 Clough Woods Drive BATAVIA, OH 45103 USA	<b>BSA Billing Address:</b> 4053 Clough Woods Drive BATAVIA, OH 45103 USA
<b>Attention:</b> Rick Ball	<b>Attention:</b> Rick Ball
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Email:</b>	<b>Email:</b>
	<b>County:</b>

**GENERAL SERVICE INFORMATION**

<b>Currency for Fees:</b> USD	<b>Tax Exemption Claimed:</b> No
<b>PO To Be Issued:</b> No	<i>(Tax exemption certificate must be provided by Order Effective Date)</i>
<b>Customer Region:</b> North America	<b>Country Scope:</b> N/A

<b>SERVICES ORDERED</b> (primary service offerings)	<b>Pre-Production Fee</b>	<b>Initial Set Up Fee</b>
Expense	\$0.00	\$0.00

**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Expense	1 and beyond	300	\$3,514.50	\$11.72

**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

Service	Initial Set Up Fee
RECEIPT AUDIT	Included in the fees for the Service Type Ordered above
EXPENSE PAY - NORTH AMERICA	Included in the fees for the Service Type Ordered above
PAPER RECEIPT HANDLING	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Receipt Audit	1 and beyond	60	Included in the fees for the Service Type Ordered	Included in the fees for the Service Type Ordered



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			above	above
Expense Pay - North America	1 and beyond	300	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Paper Receipt Handling	1 and beyond	300	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
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**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Sales Order Form is issued under and is incorporated into the business services agreement ("BSA") between **Concur Technologies, Inc.** ("Concur") and the Customer specified herein and in the BSA. Customer hereby orders the services specified in this Sales Order Form for the term of the BSA, and Concur hereby agrees to perform such services, subject to the terms set forth herein and in the BSA. All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the BSA. If any terms of this Sales Order Form are inconsistent with the terms of the BSA, including the exhibits thereto, then the terms of this Sales Order Form shall control.

**Currency for Fees:** All fees set forth in this Sales Order Form are denominated in the currency specified above under "Currency for Fees" and shall be paid by Customer in such currency.

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Sales Order Form as set forth below:

**Initial Set Up Fees:** Concur shall be entitled to invoice Customer for the Initial Set Up Fees specified in this Sales Order Form at any time on or after the date specified above as the "Order Effective Date".

**Pre-Production System Fees:** For each Service Type specified in this Sales Order Form that includes a Pre-Production System Fee, Concur shall be entitled to invoice Customer for such Pre-Production System Fee beginning with the first calendar month after the date specified above as the "Order Effective Date" and continuing monthly thereafter until the Transaction Fee Start Date for such primary Service.

**Transaction Fees and Other Recurring Fees:** Concur shall be entitled to invoice Customer for the recurring Transaction Fee for a given Service Type (and for all Recurring Fees specified in the "Extended Services Ordered" section(s) above that pertain to such Service) beginning on the Transaction Fee Start Date for such Service and continuing thereafter for each Billing Cycle during the term of the BSA.

**Definitions:** For purposes of this Sales Order Form, the following terms will have the meanings specified below:

- "**Annual Period**" means each 12-month period beginning on the Order Effective Date specified above.
- "**Base Transactions**" means, collectively, the stipulated number of Transactions for which Customer is required to pay the corresponding Base Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA; provided that such measurement period shall be a given Annual Period for any order of Meeting Management.
- "**Billing Cycle**" means the billing frequency specified above as the "Billing Cycle"; provided, that the Billing Cycle for all fees pertaining to Meeting Management shall be monthly, regardless of the Billing Cycle selected for any other service.
- "**Incremental Transactions**" means, collectively, the number of Transactions, in excess of the number of Base Transactions, for which Customer is required to pay the corresponding Incremental Transaction Fee specified in this Sales Order Form for a given Billing Cycle during the term of the BSA; provided that, for any order of Meeting Management, the measurement period for excess Transactions shall be an Annual Period and any excess Transactions in such Annual Period shall be paid monthly in arrears of the month in which such excess occurs.
- "**Production Availability**" means, for the Service Type(s) ordered hereunder, the date on which Concur makes such Service Type available to Customer for production use.



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“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 above or previously ordered under the BSA.

“Service Type” means each primary service offering ordered as specified in the “Service Ordered” section above or previously ordered as a “Service Type” under the BSA.

“Transaction” means, for the applicable service described below, the corresponding type of transaction described below that is submitted by or on behalf of an employee or agent of Customer during a given Billing Cycle through the use of the Service.

Service Description	Type of Transaction
Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Audit (Policy, Receipt and Elite)	An expense report with respect to which Concur performs an audit as reflected by the Service
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
TripLink® for Expense or Travel & Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for NetSuite	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for QuickBooks	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Salesforce Connector	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Custom Travel Allowance	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Expense Pay	A payment made to a payee using Expense Pay – North America, Expense Pay – EMEA or Expense Pay - APA
Expenselt™ Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
GSA Travel Allowance – Recurring	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Guaranteed Compliance Service	An expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Consultative Intelligence	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Intelligence Reports	A Managed Reporting report transaction with a maximum of 8 hours per report.
Invoice Processing	A vendor payment request
Invoice Capture	A vendor payment request with respect to which Concur performs Invoice Capture as reflected by the Service
Invoice Pay	A payment made to a payee using Invoice Pay
Purchase Requests for Invoice	A vendor payment request
Budget Insight for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction



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Budget Insight for Travel Request	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
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 shall be counted as a single Transaction
Locate & Alert	A Registered User
Locate & Alert – Traveler Edition	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
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 Concur performs Paper Receipt Handling as reflected by the Service
Service Administration for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Service Administration for Invoice Processing	A vendor payment request
Travel Request – Standalone	A travel request; provided, however, that all submissions and re-submissions of a single travel request shall be counted as a single Transaction
Travel Request – Add-on	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Risk Management – Standalone	A booking, confirmation, and/or holding of a reservation (for any one or more of the following: air, hotel, car, and/or rail) that is imported into the Risk Management service
Central Reconciliation	A travel request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single travel request or expense report, as applicable, shall be counted as a single Transaction
User Support Desk for Expense or Travel and Expense	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
User Support Desk for Invoice Processing	A vendor payment request
Triplt for Teams	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Triplt Pro	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Triplt Pro – User-Based Pricing	A Registered User
Web Services	An expense report; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction

In addition, for Travel and Expense, 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.

“**Transaction Fee**” means the fee to be paid for each Billing Cycle consisting of: (i) the applicable Base Transaction Fee and/or Recurring Fees specified in this Sales Order Form; and (ii) 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 this Sales Order Form. The Base Transaction Fee and Recurring Fee components will be invoiced for payment in advance of each Billing Cycle and the incremental Transaction Fee component will be invoiced for payment in arrears for the preceding Billing Cycle.

“**Transaction Fee Start Date**” means the first calendar month after the date specified above as the “Order Effective Date”.

**Optional Select Access Services:** Notwithstanding anything to the contrary, Customer will have the option to activate and use Concur’s Select Access services in conjunction with Customer’s use of applicable Concur services for additional fees based on actual usage of such Select Access services. A list of Concur’s Select Access services and corresponding fees and related terms are posted on the Concur Client Central website, incorporated herein by this reference, and subject to change from time to time as specified on such website.

[signature page follows]



Concur Use Only: S-C

Concur Technologies, Inc.

By Melanie Morgan

Print Name Melanie Morgan

Title Vice President & Head of Corporate Legal

CUSTOMER (Name as specified above)

By [Signature]

Print Name RICHARD L. GRIFFIN

Title DIRECTOR PURCHASING

**Concur Technologies, Inc.  
ORDER FORM  
Professional Edition**

**GENERAL INFORMATION**

**Customer Name:** Multi-Color Corporation

**Order Effective Date:** November 15, 2024

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

Expense	\$ 0.00
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**SERVICES ORDERED FEE DETAILS** (recurring fees for the primary service offerings ordered above)

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Expense	1 and beyond	4551	\$ 26,452.68	\$ 7.27

**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)

**Initial Set Up Fee**

Company Bill Statements	\$ 0.00
Expense Pay - Global	\$ 0.00
Intelligent Audit - Advanced	\$ 0.00
Intelligent Audit - Advanced Edition - Expedited Service Add-on	\$ 0.00

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the transaction-based extended services ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
Company Bill Statements	1 and beyond	300	\$ 1,228.80	\$ 5.13
Expense Pay - Global	1 and beyond	1050	\$ 1,204.86	\$ 1.44
Intelligent Audit - Advanced	1 and beyond	3900	\$ 9,079.20	\$ 2.91
Intelligent Audit - Advanced Edition - Expedited Service Add-on	1 and beyond	3900	\$ 2,277.60	\$ 0.72

**EXTENDED SERVICES ORDERED** (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
Expensell for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 Each	\$ 0.00
Client Web Services	1 Set Up(s)	\$ 0.00
User Support Desk	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Drive	1 Set Up(s)	\$ 0.00
Advanced Care for Expense	1 Set Up(s)	\$ 0.00

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Production Sandbox Environment - One Unit	1 Each	\$ 0.00
Consultative Intelligence	1 Each	\$ 0.00

**EXTENDED SERVICES ORDERED FEE DETAILS** (recurring fees for the unit-based extended service ordered above)

Extended Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Recurring Fee (per Billing Cycle)	Incremental Transaction Fee (per incr. Trans.)
ExpenseIt for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 and beyond	\$ 3,458.76	\$ 0.94
Client Web Services	1 and beyond	\$ 5,187.72	\$ 1.43
User Support Desk	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Drive	1 and beyond	\$ 2,150.34	\$ 0.60
Advanced Care for Expense	1 and beyond	\$ 13,641.63	\$ 3.75
Production Sandbox Environment - One Unit	1 and beyond	\$ 5,760.48	\$ 0.00
Consultative Intelligence	1 and beyond	\$ 5,427.06	\$ 1.49

**ADDITIONAL SERVICES ORDERED** (additional services with one-time fees pertaining to the above or previously ordered Service Type)

Description	Unit Quantity	Initial Set Up Fee
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**ORDER TERMS**

**General:** This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and the Customer specified herein. Customer hereby orders the services specified in this Order Form (collectively the "Service") and Concur hereby agrees to provide such Service, subject to the terms set forth herein and as provided in the attached Exhibits. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. This Order Form incorporates the following documents in effect as of the date specified above as the "Order Effective Date" in the following order of precedence, all of which are collectively referred to herein as the "Agreement": (i) this Order Form, (ii) the Supplemental Terms ("Supplement") for the Service, attached herein as Exhibit A, (iii) Support Schedule for Cloud Services, attached herein as Exhibit B, (iv) Service Level Agreement for the Service, attached herein as Exhibit C, (v) Data Processing Agreement for Cloud Services ("DPA"), attached herein as Exhibit D, and (vi) General Terms and Conditions for Cloud Services (United States) ("GTC"), attached herein as Exhibit E. All references to "SAP" in the agreement shall mean "Concur". This Order Form as issued by Concur is an offer by Concur. When signed and returned to Concur by Customer on or prior to the Offer Expiration Date, it becomes a binding written ordering document executed by Customer and Concur as of the Order Effective Date, unless unauthorized changes were made by Customer to this Order Form in which case it will be rejected.

**Offer Expiration Date:** November 15, 2024

**Amendment and Restatement:** As of the Order Effective Date above, Concur and Customer agree to amend and restate the terms and conditions for the use of the Service by replacing the agreement entered into prior to the Order Effective Date stated in this Order Form, including but not limited to a Business Services Agreement ("BSA") or General Terms and Conditions ("GTC"), together with any exhibits and schedules attached thereto and any Sales Order Forms and other documents that either incorporate the BSA or GTC by reference or are incorporated therein by reference and amended by the parties from time to time.

**Notification period after expiration of initial Term or any Renewal Term:** Ninety (90) days

**Invoicing:** Concur shall be entitled to invoice Customer for the fees specified in this Order Form as set forth in the Supplement.

**Payment Terms:** Customer will pay each accurate invoice within 45 days after the applicable invoice date.

**Additional Definition(s):** For purposes of the Agreement, the following terms shall have the definitions set forth below:

**"Transaction Fee Start Date"** means the first scheduled Billing Cycle after the date specified above as the "Order Effective Date".

**Waiver of Fees:** Concur shall waive the Recurring or Base Transaction Fees (as applicable) for additionally ordered Service Types and/or Extended Services as specified below that may come due under the Agreement for a period of three (3) calendar months, beginning on the Transaction Fee Start Date set forth above.

- **TripLink for Expense**

**Renewal Term:** Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including December 31, 2027 (the "Renewal Term"); and (b) after the Renewal Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least 90 days before the desired effective date of such termination.

[signature page follows]

Concur Use Only: M

Multi-Color Corporation DocuSigned by:  
*Wendell Rangel*  
D812A155A4B542D...  
Signature \_\_\_\_\_  
Wendell Rangel

Print Name \_\_\_\_\_  
Global Category Manager

Title \_\_\_\_\_  
11/15/2024

## Exhibit A

### SAP CONCUR CLOUD SERVICE SUPPLEMENTAL TERMS AND CONDITIONS

This Supplement is part of an Agreement for Cloud Services between SAP Concur and Customer and applies only to the SAP Concur product(s) for which Customer is subscribed.

#### 1. CLOUD SERVICES

SAP Concur Cloud Services are a collection of Cloud Services. An SAP Concur Cloud Service is subject to any additional terms applicable to such Cloud Service in the SAP Concur Service Description Guide (the "Service Description Guide"), the terms of which are incorporated in this Supplement by reference and available at the following link (or a successor link): [https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest\\_desc&tag=agreements:product-use-support-terms/service-description-guides](https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&tag=agreements:product-use-support-terms/service-description-guides).

#### 2. FEES

- 2.1. **Travel Fees.** Concur may effect reasonable changes to the recurring fees for the Concur Travel Cloud Service to the extent of any general fee change assessed across SAP Concur Customers of the applicable Cloud Service due to changes in third-party costs of SAP Concur associated with its travel management business (e.g., GDS or other similar third party fees), provided that such third-party costs are passed through without markup by SAP Concur and SAP Concur provides at least 30 days prior notice of the change.
- 2.2. **Invoicing.** Subject to the Order Form, Concur may invoice Customer for the Initial Set Up Fees specified in such Order Form at any time on or after the Order Effective Date. SAP Concur may invoice Customer for the recurring Transaction Fee for a given Service Type (and for all recurring Transaction Fees and Recurring Fees specified in the "Extended Services Ordered" section(s) set forth in such Order Form that pertain to such Service Type) beginning on the Transaction Fee Start Date (as defined in such Order Form) for such Service and continuing thereafter for each Billing Cycle during the term of the Agreement.
- 2.3. **Term.** Except as otherwise set forth in an Order Form, the term of the Cloud Service will commence on the Order Effective Date set forth in the initial Order Form and will continue thereafter for the initial term specified in the initial Order Form (the "Initial Term"). After the Initial Term or any renewal term, the term for the Cloud Service shall continue thereafter, provided that either party may terminate the Agreement after the Initial Term or any renewal term by delivering written notice of termination to the other party at least 90 days (unless otherwise specified in an Order Form) before the desired effective date of such termination. All terms and conditions of the GTC and the Supplement shall remain in effect until termination of the Agreement, except as the parties expressly agree otherwise in writing.

#### 3. ADDITIONAL TERMS

- 3.1. **Customer Data.** Subject to the terms of the Agreement, Customer hereby grants Concur a non-exclusive, non-transferable, worldwide right to use and disclose the electronic data specifically pertaining to Customer and/or its Authorized Users that is submitted into the Cloud Service (collectively, "Customer Data") as necessary for the limited purpose of providing the Cloud Service.
- 3.2. **Notices.** All notices hereunder by either party shall be in writing and given when delivered via email to Concur at [notices@concur.com](mailto:notices@concur.com) and to Customer at their email address for notices set forth in the initial Order Form.
- 3.3. **SAP Identity Authentication and SAP Identity Provisioning.** Cloud Service may include the use of SAP Identity Authentication and SAP Identity Provisioning. If enabled, the use of SAP Identity Authentication and SAP Identity Provisioning is limited to use with such Cloud Service and not with any other third-party solution unless a proper subscription is obtained.

#### 4. AI TECHNOLOGIES

Artificial intelligence ("AI") features and technologies that are made available for a Cloud Service under the Agreement are subject to the SAP AI Terms available at the following (or a successor) link: [https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest\\_desc&tag=agreements:general-terms-and-conditions/ai](https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?sort=latest_desc&tag=agreements:general-terms-and-conditions/ai).

**Exhibit B**

**SUPPORT SCHEDULE FOR CLOUD SERVICES**

This Support Schedule is part of the Agreement for Cloud Services between SAP and Customer.

**1. DEFINITIONS**

- 1.1. "Go-Live" marks the point in time from when, after set-up of the Cloud Services for Customer, the Cloud Services can be used by Customer for processing real data in live operation mode and for running Customer's internal business operations in accordance with its agreement for such Cloud Services.
- 1.2. "Local Business Hours" means 8 a.m. (08:00) to 6 p.m. (18:00) Monday to Friday excluding local holidays, in accordance with local time zone applicable to the Customer's address.
- 1.3. "SAP's Customer Support Website" means SAP's customer facing support website (see: <https://support.sap.com> unless a different support website is listed in the Agreement or <https://support.sap.com/contactus>). In selected Cloud Services, support can also be accessed via the application itself.

**2. SCOPE OF SUPPORT AND SUCCESS OFFERINGS**

2.1. General

2.1.1. SAP offers the following:

- a) SAP Enterprise Support, cloud editions: Foundational engagement support as part of the Cloud Service with focus on customer interaction and case resolution.
- b) SAP Preferred Success: An add-on to SAP Enterprise Support, cloud editions that includes strategic guidance, solution-specific best practices and success programs to help drive consumption and value realization.-
- c) SAP Enterprise Support, cloud editions is included in the subscription fees for the Cloud Services stated in the Order Form unless alternative support terms are agreed. SAP Preferred Success may be purchased for eligible Cloud Services for an additional fee, as an add-on to SAP Enterprise Support, cloud editions. SAP Preferred Success is not available, and not provided, for any third-party cloud services purchased through SAP.

2.1.2. Beginning on the effective date of Customer's agreement for Cloud Services, Customer may contact SAP's support organization as the primary point of contact for support services.

2.1.3. Customer Interaction Center languages: SAP provides initial telephone contact for Customer Contacts through the SAP one support phone number "CALL-1-SAP" (see CALL-1-SAP page: <https://support.sap.com/contactus>) or via other solution specific hotlines in the following languages: English (24x7) and, depending on local office hours and availability, in German, French, Italian, Spanish, Polish, Russian (during European office hours); Japanese, Chinese, Korean, Bahasa (during Asia/Pacific office hours); Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical or third party support engineers worldwide are handled in English only.

2.2. Mission Critical Support

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
24x7 mission critical support for P1 and P2 cases (English only)	Global case handling by SAP for issues related to support, including Service Level Agreements for Initial Response, Ongoing Communications and Corrective Action Targets (as set forth in Section 3 below).	24x7 prioritized case handling and enhanced Initial Response and Corrective Action Targets (as set forth in Section 3 below).
Non-mission critical support for P3 and P4 cases (English only)	Available during Local Business Hours(as set forth in Section 3 below).	Enhanced Initial Response Targets (as set forth in Section 3 below).

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
24x7 Customer interaction center	Support center that customers may contact for general support related inquiries through the contact channels described in Section 2.1.4.	Delivered as part of SAP Enterprise Support, cloud editions.
Global support backbone	SAP's knowledge database and extranet where SAP makes available content and services to customers and partners of SAP only. This includes SAP's Customer Support Website.	
End-to-end supportability	Support for cases that occur in integrated business scenarios consisting of SAP Cloud Services or both SAP Cloud Services and SAP Software with a valid SAP support agreement.	

2.3. Learning and Empowerment

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Remote SAP support content and services	Remote support content and services (e.g., Meet-the-Expert sessions) in various formats which may include live and recorded webinars, tutorials, best practices, self-paced learning materials and workshop-style interactive remote sessions. Content and session schedules are stated on SAP's Customer Support Website in the <a href="#">SAP Enterprise Support Academy</a> section. Scheduling, availability and delivery methodology is at SAP's discretion.	Access to demo systems, live sessions with instructors, examinations and certifications specific to the Cloud Service for up to 5 Customer Contacts.  SAP Preferred Success exclusive learning content related to the Cloud Service in various formats which may include live and recorded webinars, best practices, and workshop-style interactive remote sessions.  Scheduling, availability and delivery methodology is at SAP's discretion.
Release update information	Generally available documented summaries, webinars and videos provided by SAP to inform and instruct customers on new product release changes.  Self-service through web and community.	Release guidance specific to the Cloud Service.

2.4. Collaboration

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
SAP support advisory services	Access to experts who help customers with support-related requests and advise on the appropriate SAP Enterprise Support content and services for their needs.	Delivered as part of SAP Enterprise Support, cloud editions.
Support via chat	Available during business hours in English language for non-Mission Critical Support issues, where available for the Cloud Service.	

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Support via web and platform for social business collaboration	Access to SAP's Customer Support Website, including social media-based empowerment and collaboration, with peers and SAP experts.	Access to exclusive SAP Preferred Success collaboration platform.
Support and success reporting	SAP Enterprise Support reporting: A report or dashboard analyzing and documenting the status of support services and achievements hereunder.	Reports, dashboards, or other reporting components and capabilities regarding the overall engagement, full customer lifecycle, and productive use of the solution, including relevant feature adoption, technical and product usage and status of support services and achievements hereunder, specific to the Cloud Service.
Preferred Success resources and guidance		Access to success resources to provide guidance on onboarding, product adoption and usage, best practices and operational excellence. This may include a customer success partner as the primary contact for ongoing success management, success planning, technical guidance and mentorship, and support case oversight throughout the Customer lifecycle. Assignment of a customer success partner is at SAP's discretion.
Regular checkpoint		Periodic review of Cloud Service, success plan, critical issues, reporting and best practices. May include in-person delivery, at SAP's discretion.
Success Plan		A success plan outlines steps towards achieving key business milestones and objectives throughout the customer lifecycle. Focus topics include challenges, consumption, adoption and cycle planning.

2.5. Innovation and Value Realization

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Proactive checks proposed by SAP	Support services, providing recommendations for the specific customer situation. Such services are delivered remotely upon Customer request.	Expert-led checks, providing recommendations based on SAP best practices or recommended configuration(s).
Product roadmaps	Self-service through web.	Delivered as part of SAP Enterprise Support, cloud editions.
Refresh of test instance	Self-service or request through web for initiating the refresh as offered and required by respective solution.	Access to SAP assistance with managing the refreshing of test instances up to 2 times per year, where applicable.

2.6. Application Lifecycle Management

Feature	SAP Enterprise Support, cloud editions	SAP Preferred Success
Application lifecycle management ("ALM")	Software or online services for application lifecycle management made available by SAP. Feature scope and availability details are set forth on SAP's Customer Support Website (see: <a href="https://support.sap.com/en/alm">https://support.sap.com/en/alm</a> ) and usage rights (see: <a href="https://support.sap.com/en/alm/usage-rights">https://support.sap.com/en/alm/usage-rights</a> ).	Delivered as part of SAP Enterprise Support, cloud editions.

3. CUSTOMER RESPONSE LEVELS

3.1. SAP responds to submitted support cases as described in the table below.

Priority	Definition	Response Level
P1	<p>Very High</p> <p>A case should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.</p> <p>This is generally caused by the following circumstances:</p> <ul style="list-style-type: none"> <li>a) a productive service is completely down;</li> <li>b) the imminent system Go-Live or upgrade of a production system cannot be completed;</li> <li>c) the customer's core business processes are seriously affected</li> </ul> <p>A workaround is not available for each circumstance.</p> <p>The case requires immediate processing because the malfunction may cause serious losses.</p>	<p>Initial Response: Within 1 hour of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by SAP, once every hour.</p> <p>Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 4 hours.</p>
P2	<p>High</p> <p>A case should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed.</p> <p>This is caused by incorrect or inoperable functions in the SAP service that are required immediately.</p> <p>The case is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.</p>	<p>Initial Response: Within 4 hours of case submission for SAP Enterprise Support, cloud edition customers and within 2 hours of case submission for SAP Preferred Success customers.</p> <p>Ongoing Communication: Unless otherwise communicated by SAP, once every 6 hours.</p> <p>Corrective Action Target: SAP to provide for cases either a resolution; or workaround; or action plan within 3 business days for SAP Preferred Success customers only.</p>
P3	<p>Medium</p> <p>A case should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SAP service.</p>	<p>Initial Response: Within 1 business day of case submission for SAP Enterprise Support, cloud edition customers, and within 4 business hours of case being received for SAP Preferred Success customers.</p> <p>Ongoing Communication: Unless otherwise communicated by SAP, once every 3 business days</p>

Priority	Definition	Response Level
		for non-defect Issues and 10 business days for product defect issues.  A non-defect issue is a reported support case that does not involve a defect in the applicable Cloud Service and does not require engineering, development or operations personnel to resolve.
P4	Low  A case should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SAP service that are not required daily or are rarely used.	Initial Response: Within 2 business days of case submission for SAP Enterprise Support, cloud editions customers and within 1 business day of case submission for SAP Preferred Success customers.  Ongoing Communication: Unless otherwise communicated by SAP, once every week.

3.2. The following types of cases are excluded from customer response levels as described above:

- a) cases regarding a release, version or functionalities of Cloud Services developed specially for Customer (including those developed by SAP Custom Development or by SAP subsidiaries or individual content services);
- b) the root cause behind the case is not a malfunction but missing functionality (development request);
- c) the case is a consulting or how-to request.

**4. CUSTOMER RESPONSIBILITIES**

4.1. Customer Contact

4.1.1. Customer shall designate at least 2 and up to 5 qualified English-speaking contact persons per Cloud Service (each a "**Customer Contact**"). Customer Contacts include designated support contact, authorized support contact, key user, application administrator or system administrators whose roles within specific Cloud Services are authorized to contact or access the Customer Interaction Center, SAP Support Advisory Services and Mission Critical Support services.

4.1.2. The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

- a) support end users and manage their cases. This includes searching for known solutions in available documentation and liaising with SAP in the event of new problems;
- b) manage background jobs and the distribution of business tasks across users (if available);
- c) manage and monitor connections to Customer's third-party systems (if available);
- d) support the adoption of the Cloud Service.

4.2. Contact Details

Customer will provide contact details (in particular, e-mail address and telephone number) by which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for a Cloud Service through SAP's Customer Support Website. Only authorized Customer Contacts may contact SAP's support organization.

4.3. Cooperation

Customer Contact shall reasonably cooperate with SAP to resolve support cases, and will have adequate technical expertise and knowledge of its configuration of the Cloud Services to provide relevant information to enable SAP to reproduce, troubleshoot and resolve the experienced error.

Exhibit C

SERVICE LEVEL AGREEMENT FOR CLOUD SERVICES

1. DEFINITIONS

- 1.1. **“Credit”** means 2% of the Monthly Subscription Fees for the affected subscription-based Cloud Service or the monthly Cloud Credits (as defined in the Order Form) consumed for the affected consumption-based Cloud Service, for each 1% below the System Availability SLA, not to exceed 100% of the fees paid or Cloud Credit consumed by the Customer for the relevant Month for the affected Cloud Service.
- 1.2. **“Downtime”** means the Total Minutes in the Month during which the production version of the Cloud Service is not available, except for Excluded Downtimes.
- 1.3. **“Excluded Downtime”** means the Total Minutes in the Month attributable to a Maintenance Window; or any Major Upgrade Window for which the Customer has been notified at least 5 business days in advance; or unavailability caused by factors outside of SAP’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
- 1.4. **“Maintenance Window”** means the weekly maintenance windows for the Cloud Service identified on <https://support.sap.com/maintenance-windows>. SAP may update the Maintenance Window from time to time in accordance with the Agreement.
- 1.5. **“Major Upgrade Window”** means the extended upgrade maintenance windows for the Cloud Service identified on <https://support.sap.com/maintenance-windows>. SAP may update the Major Upgrade Window from time to time in accordance with the Agreement.
- 1.6. **“Month”** means a calendar month.
- 1.7. **“Monthly Subscription Fees”** means the monthly (or 1/12 of the annual fee) subscription fees paid for the applicable Cloud Service which did not meet the System Availability SLA.
- 1.8. **“System Availability Percentage”** is calculated and defined as follows:  
$$\left( \frac{\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}}{\text{Total Minutes in the Month} - \text{Excluded Downtime}} \right) * 100$$
- 1.9. **“System Availability SLA”** means a 99.7% System Availability Percentage during each Month for the production version of the Cloud Service.
- 1.10. **“Total Minutes in the Month”** are measured 24 hours at 7 days per week during a Month.
- 1.11. **“UTC”** means Coordinated Universal Time standard is the start time for the applicable Maintenance Window and Major Upgrade Window.

2. SYSTEM AVAILABILITY SLA AND CREDITS

- 2.1. Credit  
If SAP fails to meet the System Availability SLA for a particular Month, Customer may claim a Credit, which Customer may apply to a future invoice for the Cloud Service that did not meet the System Availability SLA (subject to Sections 2.1.1 and 2.1.2 below).
- 2.1.1. Claims for a Credit must be made in good faith and through a documented submission of a support case within 30 business days after the end of the relevant Month in which SAP did not meet the System Availability SLA for the Cloud Service.
- 2.1.2. Customers who have not subscribed to the Cloud Service directly from SAP must claim the Credit from their applicable SAP partner.
- 2.2. System Availability Report  
SAP will provide Customer with a monthly report describing the System Availability Percentage for the Cloud Service either by email following a request to Customer’s assigned SAP account manager; through the Cloud Service; or through an online portal made available to Customer, if and when such online portal is available.

3. CHANGES TO WINDOWS

- 3.1. SAP shall provide Customer 1 month’s advance notice before changing its Maintenance and Major Upgrade Windows (unless such change is a reduction in the duration of the applicable Maintenance or Major Upgrade Windows). If Customer wishes to be notified of changes to Maintenance Windows and Major Upgrade Windows via email, it must subscribe to receive notifications at <https://support.sap.com/maintenance-windows>.

## Exhibit D

### DATA PROCESSING AGREEMENT FOR CLOUD SERVICES

#### 1. DEFINITIONS

- 1.1. “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to SAP be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 1.2. “**Data Protection Law**” means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.3. “**Data Subject**” means an identified or identifiable natural person as defined by Data Protection Law.
- 1.4. “**EEA**” means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.
- 1.5. “**GDPR**” means the General Data Protection Regulation 2016/679.
- 1.6. “**My Trust Center**” means information available on the SAP support portal (see: <https://support.sap.com/en/my-support/trust-center.html>) or the SAP agreements website (see: <https://www.sap.com/about/trust-center/agreements.html>) or any subsequent website(s) made available by SAP to Customer.
- 1.7. “**New SCC Relevant Transfer**” means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.
- 1.8. “**New Standard Contractual Clauses**” means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.
- 1.9. “**Personal Data**” means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:
  - a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or
  - b) supplied to or accessed by SAP or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
- 1.10. “**Personal Data Breach**” means a confirmed:
  - a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or
  - b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.11. “**Processor**” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.
- 1.12. “**Schedule**” means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.
- 1.13. “**Standard Contractual Clauses (2010)**” means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.
- 1.14. “**Subprocessor**” or “**sub-processor**” means SAP Affiliates, SAP SE, SAP SE Affiliates and third parties engaged by SAP, SAP SE or SAP SE’s Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

1.15. **“Technical and Organizational Measures”** means the technical and organizational measures for the relevant Cloud Service published on My Trust Center (see: <https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=Technical%20Organizational%20Measures>).

1.16. **“Third Country”** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

## **2. BACKGROUND**

### **2.1. Purpose and Application**

2.1.1. This document (**“DPA”**) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between SAP and Customer.

2.1.2. This DPA applies to Personal Data processed by SAP and its Subprocessors in connection with its provision of the Cloud Service.

2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by SAP. Customer shall not store Personal Data in such environments.

### **2.2. Structure**

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

### **2.3. Governance**

2.3.1. SAP acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.

2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use SAP as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where SAP informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.

## **3. SECURITY OF PROCESSING**

### **3.1. Applicability of the Technical and Organizational Measures**

SAP has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

### **3.2. Changes**

3.2.1. SAP applies the Technical and Organizational Measures to SAP's entire customer base hosted out of the same data center or receiving the same Cloud Service. SAP may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

3.2.2. SAP will publish updated versions of the Technical and Organizational Measures on My Trust Center and where available Customer may subscribe to receive e-mail notification of such updated versions.

## **4. SAP OBLIGATIONS**

### **4.1. Instructions from Customer**

SAP will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. SAP will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or SAP otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, SAP will immediately notify Customer (email permitted).

4.2. Processing on Legal Requirement

SAP may also process Personal Data where required to do so by applicable law. In such a case, SAP shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel

To process Personal Data, SAP and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. SAP and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's request, SAP will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding SAP's processing of Personal Data or any Personal Data Breach.

4.4.2. If SAP receives a request from a Data Subject in relation to the Personal Data processing hereunder, SAP will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3. In the event of a dispute with a Data Subject as it relates to SAP's processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.4. SAP shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, SAP will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

SAP will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. SAP may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by SAP.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, SAP will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.

**5. DATA EXPORT AND DELETION**

5.1. Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be

subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Personal Data.

5.2. Deletion

Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs SAP to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

**6. CERTIFICATIONS AND AUDITS**

6.1. Customer Audit

Customer or its independent third party auditor reasonably acceptable to SAP (which shall not include any third party auditors who are either a competitor of SAP or not suitably qualified or independent) may audit SAP's control environment and security practices relevant to Personal Data processed by SAP only if:

- a) SAP has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or SAP;
- b) a Personal Data Breach has occurred;
- c) an audit is formally requested by Customer's data protection authority; or
- d) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2. Other Controller Audit

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits, unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by SAP on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3. Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to SAP.

6.4. Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by SAP of this DPA, then SAP shall bear its own expenses of an audit. If an audit determines that SAP has breached its obligations under the DPA, SAP will promptly remedy the breach at its own cost.

**7. SUBPROCESSORS**

7.1. Permitted Use

SAP is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- a) SAP or SAP SE on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. SAP shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
- b) SAP will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
- c) SAP's list of Subprocessors in place on the effective date of the Agreement is published by SAP on My Trust Center or SAP will make it available to Customer upon request, including the name, address and role of each Subprocessor SAP uses to provide the Cloud Service.

## 7.2. New Subprocessors

SAP's use of Subprocessors is at its discretion, provided that:

- a) SAP will inform Customer in advance (by email or by posting on the My Trust Center) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and
- b) Customer may object to such changes as set out in Section 7.3.

## 7.3. Objections to New Subprocessors

7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to SAP. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of SAP's notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Subprocessor.

7.3.2. Within the 30 day period from the date of SAP's notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect SAP's right to use the new Subprocessor(s) after the 30 day period.

7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

## 7.4. Emergency Replacement

SAP may replace a Subprocessor without advance notice where the reason for the change is outside of SAP's reasonable control and prompt replacement is required for security or other urgent reasons. In this case, SAP will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

## 8. INTERNATIONAL PROCESSING

### 8.1. Conditions for International Processing

SAP shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

### 8.2. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

- a) SAP and Customer enter into the Standard Contractual Clauses (2010);

- b) Customer joins the Standard Contractual Clauses (2010) entered into by SAP or SAP SE and the Subprocessor as an independent owner of rights and obligations; or
  - c) other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with SAP or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.
- 8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.
- 8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.
- 8.3. Applicability of New Standard Contractual Clauses
- 8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:
- 8.3.1.1. Where SAP is not located in a Third Country and acts as a data exporter, SAP (or SAP SE on its behalf) has entered in to the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.
- 8.3.1.2. Where SAP is located in a Third Country:
- SAP and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and SAP as the data importer which shall apply as follows:
- a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
  - b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, SAP acknowledges that Customer acts as Processor under the instructions of its Controller(s).
- 8.3.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with SAP in the same manner as Customer in accordance with Section 8.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.
- 8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and SAP (including the relevant Schedules), available to Data Subjects.
- 8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.
- 8.4. Relation of the Standard Contractual Clauses to the Agreement
- Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.
- 8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses
- 8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and SAP is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third party beneficiary right:
- 8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service

solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs SAP to erase or return the Personal Data.

## **9. DOCUMENTATION; RECORDS OF PROCESSING**

- 9.1. Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

### **Schedule 1 Description of the Processing**

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

#### **1. A. LIST OF PARTIES**

- 1.1. Under the Standard Contractual Clauses (2010)

1.1.1. Data Exporter

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

1.1.2. Data Importer

SAP and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

- 1.2. Under the New Standard Contractual Clauses

1.2.1. Module 2: Transfer Controller to Processor

Where SAP is located in a Third Country, Customer is the Controller and SAP is the Processor, then Customer is the data exporter and SAP is the data importer.

1.2.2. Module 3: Transfer Processor to Processor

Where SAP is located in a Third Country, Customer is a Processor and SAP is a Processor, then Customer is the data exporter and SAP is the data importer.

#### **2. B. DESCRIPTION OF TRANSFER**

- 2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

- 2.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

- 2.3. Special Data Categories (if agreed)
  - 2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("**Sensitive Data**"). SAP has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.
  - 2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):
    - a) training of personnel;
    - b) encryption of data in transit and at rest;
    - c) system access logging and general data access logging.
  - 2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.
- 2.4. Purposes of the data transfer and further processing; Nature of the processing
  - 2.4.1. The transferred Personal Data is subject to the following basic processing activities:
    - a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);
    - b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
    - c) provision of embedded Professional Services;
    - d) communication to Authorized Users;
    - e) storage of Personal Data in dedicated data centers (multi-tenant architecture);
    - f) release, development and upload of any fixes or upgrades to the Cloud Service;
    - g) back up and restoration of Personal Data stored in the Cloud Service;
    - h) computer processing of Personal Data, including data transmission, data retrieval, data access;
    - i) network access to allow Personal Data transfer;
    - j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
    - k) security monitoring, network-based intrusion detection support, penetration testing; and
    - l) execution of instructions of Customer in accordance with the Agreement.
  - 2.4.2. The purpose of the transfer is to provide and support the Cloud Service. SAP and its Subprocessors may support the Cloud Service data centers remotely. SAP and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.
- 2.5. Additional description in respect of the New Standard Contractual Clauses:
  - 2.5.1. Applicable Modules of the New Standard Contractual Clauses
    - a) Module 2: Transfer Controller to Processor
    - b) Module 3: Transfer Processor to Processor
  - 2.5.2. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing  
In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.
  - 2.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).  
Transfers shall be made on a continuous basis.

- 2.5.4. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

### **3. C. COMPETENT SUPERVISORY AUTHORITY**

- 3.1. In respect of the New Standard Contractual Clauses:

3.1.1. Module 2: Transfer Controller to Processor

3.1.2. Module 3: Transfer Processor to Processor

- 3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

### **Schedule 2 Technical and Organizational Measures**

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

SAP will apply and maintain the Technical and Organizational Measures.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the personal data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the personal data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, pseudonymization).

**Exhibit E**  
**GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICES (“GTC”)**

**1. DEFINITIONS**

- 1.1. **“Affiliate”** means any legal entity in which SAP SE or Customer, directly or indirectly, holds more than 50% of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2. **“Agreement”** means the agreement as defined in the applicable Order Form.
- 1.3. **“Authorized User”** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of Customer, Customer's Affiliates, or Customer's and Customer's Affiliates' Business Partners.
- 1.4. **“Business Partner”** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer and its Affiliates.
- 1.5. **“Cloud Service”** means any distinct, hosted, supported and operated on-demand solution provided by SAP under an Order Form.
- 1.6. **“Confidential Information”** means all information which the disclosing party protects against unrestricted disclosure to others that the disclosing party or its representatives designates as confidential, internal and/or proprietary at the time of disclosure, should reasonably be understood to be confidential at the time of disclosure given the nature of the information and the circumstances surrounding its disclosure.
- 1.7. **“Customer Data”** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include SAP's Confidential Information.
- 1.8. **“Documentation”** means SAP's then-current technical and functional documentation relating to the Cloud Services located at <https://help.sap.com> or which SAP makes available to Customer as part of the Cloud Service, including technical and functional specifications as updated from time to time in accordance with the Agreement.
- 1.9. **“Export Laws”** means all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the EU, and Germany.
- 1.10. **“Feedback”** means input, comments or suggestions regarding SAP's business and technology direction, and the possible creation, modification, correction, improvement or enhancement of the Cloud Service.
- 1.11. **“Intellectual Property Rights”** means patents of any type, design rights, utility models or other similar invention rights, copyrights and related rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, whether registered or unregistered, including applications (or rights to apply) and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.12. **“Order Form”** means the ordering document for a Cloud Service that references the GTC.
- 1.13. **“Professional Services”** means implementation services, consulting services or other related services provided under an Order Form and may also be referred to in the Agreement as “Consulting Services”.
- 1.14. **“Representatives”** means a party's Affiliates, employees, contractors, sub-contractors, legal representatives, accountants, or other professional advisors.
- 1.15. **“SAP Materials”** means any materials (including statistical reports) provided, developed or made available by SAP (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Professional Services to Customer. SAP Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service. SAP Materials may also be referred to in the Agreement as “Cloud Materials”.
- 1.16. **“SAP SE”** means SAP SE, the parent company of SAP.
- 1.17. **“Subscription Term”** means the initial subscription term and if applicable any renewal subscription term of a Cloud Service identified in the Order Form.
- 1.18. **“Taxes”** means all transactional taxes, levies and similar charges (and any related interest and penalties) such as federal, state or local sales tax, value added tax, goods and services tax, use tax, property tax, excise tax, service tax or similar taxes.
- 1.19. **“Usage Metric”** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

## **2. USAGE RIGHTS AND RESTRICTIONS**

### **2.1. Grant of Rights**

SAP grants to Customer a non-exclusive and non-transferable right to use the Cloud Service (including its implementation and configuration), SAP Materials and Documentation solely for Customer's and its Affiliates' internal business operations. Customer may use the Cloud Service world-wide, except Customer shall not use the Cloud Service from countries where such use is prohibited by Export Laws. Permitted uses and restrictions of the Cloud Service also apply to SAP Materials and Documentation.

### **2.2. Authorized Users**

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

### **2.3. Verification of Use**

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. SAP may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

### **2.4. Suspension of Cloud Service**

SAP may suspend or limit use of the Cloud Service if:

- a) continued use may result in material harm to the Cloud Service or its users; or
- b) to comply with laws and regulations applicable to SAP, its Affiliates' or subcontractors.

SAP will promptly notify Customer of the suspension or limitation. SAP will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

### **2.5. Third Party Web Services**

The Cloud Service may include integrations with web services made available by third parties (other than SAP SE or its Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them. SAP is not responsible for the content of these third party web services.

### **2.6. Mobile Access to Cloud Service**

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app stores. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

### **2.7. On-Premise Components**

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components. Customer may only use the on-premise components during the Subscription Term.

## **3. SAP RESPONSIBILITIES**

### **3.1. Provisioning**

SAP provides access to the Cloud Service as described in the Agreement. SAP makes the Cloud Service available and is responsible for its operation.

### **3.2. Support**

SAP provides support for the Cloud Service as referenced in the Order Form.

### **3.3. Security**

SAP will implement and maintain appropriate technical and organizational measures to protect the personal data processed by SAP as part of the Cloud Service as described in the Data Processing Agreement incorporated into the Order Form in compliance with applicable data protection law.

### **3.4. Modifications**

#### **3.4.1. Scope**

SAP may modify the Cloud Service (including support services, Maintenance Windows and Major Upgrade Windows), provided that SAP shall not materially degrade the core functionality of the Cloud Service during the Subscription Term.

#### **3.4.2. Modification Notices**

SAP shall provide Customer with reasonable advance notice of modifications to the functionality of the Cloud Service in accordance with Section 13.5, except for any change to a Maintenance Window or Major Upgrade Window which shall be in accordance with the Service Level Agreement.

3.4.3. Customer Termination

If the modification materially degrades the Cloud Service and SAP does not provide equivalent functionality, Customer may terminate its subscription to the affected Cloud Service by providing written notice to SAP within 1 month of SAP's notice. If SAP does not receive timely notice, Customer is deemed to have accepted the modification.

**4. CUSTOMER AND PERSONAL DATA**

4.1. Customer Ownership

Customer retains all rights in and related to the Customer Data. SAP may use Customer-provided trademarks solely to provide and support the Cloud Service.

4.2. Customer Data

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to SAP (including SAP SE, its Affiliates and subcontractors) a non-exclusive right to process and use Customer Data to provide and support the Cloud Service and as set out in the Agreement.

4.3. Personal Data

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws and the Data Processing Agreement for Cloud Services.

4.4. Security

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from SAP.

4.5. Access to Customer Data

4.5.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case SAP and Customer will find a reasonable method to allow Customer access to Customer Data.

4.5.2. Before the Subscription Term expires, Customer may use SAP's self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service.

4.5.3. At the end of the Agreement, SAP will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

4.5.4. In the event of third party legal proceedings relating to the Customer Data, SAP will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

**5. FEES AND TAXES**

5.1. Fees and Payment

Customer shall pay fees as stated in the Order Form. If Customer does not pay fees in accordance with the terms of the Agreement then, in addition to any other available remedies, SAP may suspend Customer's use of the applicable Cloud Service until payment is made. SAP shall provide Customer with prior written notice before any such suspension. Any fees not paid when due shall accrue interest at the maximum legal rate. Purchase orders are for administrative convenience only. SAP may issue an invoice and collect payment without a corresponding purchase order. Customer may not withhold, reduce or set-off fees owed. Customer may not reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable. All fees are non-refundable except per Sections 6.3 or 7.4.2.

5.2. Taxes

Fees and other charges imposed under an Order Form will not include Taxes, all of which will be for Customer's account. Customer is responsible for all Taxes. Customer must provide to SAP any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If SAP is required to pay Taxes, Customer will reimburse SAP for those amounts and indemnify SAP for any Taxes and related costs paid or payable by SAP attributable to those Taxes.

**6. TERM AND TERMINATION**

6.1. Term

The Subscription Term is as stated in the Order Form.

6.2. Termination

A party may terminate the Agreement:

- a) for cause upon 30 days' prior written notice of the other party's material breach of any provision of the Agreement (including Customer's failure to pay any money due hereunder within 30 days of the payment due date) unless the breaching party has cured the breach during such 30 day period;
- b) as permitted under Sections 3.4.3, 7.3.b), 7.4.3, 8.1.4, or 13.4 (with termination effective thirty days after receipt of notice in each of these cases); or
- c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 13.6.

#### 6.3. Refund and Payments

For termination by Customer (including but not limited to Sections 3.4.3, 6.2(a), 7.3 (b) or 7.4.3) or termination under Sections 8.1.4 or 13.4 Customer will be entitled to:

- a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination (unless such refund is prohibited by Export Laws); and
- b) a release from the obligation to pay fees due for periods after the effective date of termination.

#### 6.4. Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

- a) Customer's right to use the Cloud Service and all SAP Confidential Information will end;
- b) Confidential Information of the disclosing party will be retained, returned, or destroyed as required by the Agreement or applicable law; and
- c) termination or expiration of the Agreement does not affect other agreements between the parties.

#### 6.5. Survival

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, 12 and 13 along with any other Sections which by their nature should reasonably survive termination or expiration of the Agreement will survive the expiration or termination of the Agreement.

### 7. WARRANTIES

#### 7.1. Compliance with Law

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- a) in the case of SAP, the operation of SAP's business as it relates to the Cloud Service; and
- b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

#### 7.2. Good Industry Practices

SAP warrants that it will provide the Cloud Service:

- a) in substantial conformance with the Documentation;
- b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service; and
- c) SAP represents and warrants that it shall exercise commercially reasonable efforts to keep the Cloud Service, as provided by SAP hereunder, free of all viruses, trojan horses, and comparable malicious code intended to harm the Customer's systems, provided that SAP shall not be responsible for any such malicious code placed on the Cloud Service by Customer, its Authorized Users, or any third party.

#### 7.3. Remedy

Customer's sole and exclusive remedies and SAP's entire liability for breach of the warranty under Section 7.2 will be:

- a) Correction of the deficient Cloud Service; and
- b) if SAP fails to correct the deficient Cloud Service, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within 3 months of SAP's failure to correct the deficient Cloud Service.

#### 7.4. System Availability

7.4.1. SAP warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable Service Level Agreement or Supplement ("SLA").

7.4.2. Customer's sole and exclusive remedy for SAP's breach of the SLA is the issuance of a credit in the amount described in the

SLA. Customer will follow SAP's posted credit claim procedure. When the validity of the service credit is confirmed by SAP in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

7.4.3. In the event SAP fails to meet the SLA (i) for 3 consecutive months, or (ii) for 5 or more months during any 12 month period, or (iii) at a system availability level of at least 95% for 1 calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing SAP with written notice within 30 days after the failure.

#### 7.5. Warranty Exclusions

The warranties in Sections 7.2 and 7.4 will not apply if:

- a) the Cloud Service is not used in accordance with the Agreement or Documentation;
- b) any non-conformity is caused by Customer, or by any product or service not provided by SAP; or
- c) the Cloud Service was provided for no fee.

#### 7.6. Disclaimer

Except as expressly provided in the Agreement, neither party nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of SAP or product roadmaps in obtaining subscriptions for any Cloud Service.

### 8. THIRD PARTY CLAIMS

#### 8.1. Claims Brought Against Customer

8.1.1. SAP will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. SAP will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement SAP enters into) with respect to these claims.

8.1.2. SAP's obligations under Section 8.1 will not apply if the claim results from:

- a) use of the Cloud Service in conjunction with any product or service not provided by SAP;
- b) use of the Cloud Service provided for no fee;
- c) Customer's failure to timely notify SAP in writing of any such claim if SAP is prejudiced by Customer's failure to provide or delay in providing such notice; or
- d) any use of the Cloud Service not permitted under the Agreement.

8.1.3. If a third party makes a claim or in SAP's reasonable opinion is likely to make such a claim, SAP may at its sole option and expense:

- a) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement; or
- b) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality.

8.1.4. If these options are not reasonably available, SAP or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.1.5. SAP expressly reserves the right to cease such defense of any claim(s) if the applicable Cloud Service is no longer alleged to infringe or misappropriate the third party's rights.

8.2. Claims Brought Against SAP Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

#### 8.3. Third Party Claim Procedure

All third party claims under Section 8 shall be conducted as follows:

- a) The party against whom a third party claim is brought (the "**Named Party**") will timely notify the other party (the "**Defending Party**") in writing of any claim. The Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to Section 8.3b).
- b) The Defending Party will have the right to fully control the defense.

- c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Named Party without the Named Party's written consent.

8.4. Exclusive Remedy

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

**9. LIMITATION OF LIABILITY**

9.1. No Cap on Liability

Neither party's liability is capped for damages resulting from:

- a) the parties' obligations under Section 8.1.1 and 8.2 (excluding SAP's obligation under Section 8.1.1 where the third party claim(s) relates to a Cloud Service(s) not developed by SAP);
- b) death or bodily injury arising from either party's gross negligence or willful misconduct; and/or
- c) Customer's unauthorized use of any Cloud Service and/or any failure by Customer to pay any fees due under the Agreement.

9.2. Liability Cap

Except as set forth in Section 9.1, the maximum aggregate liability of either party (or its respective Affiliates or SAP's subcontractors) to the other or to any other person or entity for all events (or series of connected events) arising in any 12 month period will not exceed the annual subscription fees paid for the applicable Cloud Service associated with the damages for that 12 month period. Any "12 month period" commences on the Subscription Term start date or any of its yearly anniversaries..

9.3. Exclusion of Damages In no case will:

- a) either party (or its respective Affiliates or SAP's subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage or for exemplary or punitive damages; and/or
- b) SAP be liable for any damages caused by any Cloud Service provided for no fee.

**10. INTELLECTUAL PROPERTY RIGHTS**

10.1. SAP Ownership

10.1.1. Except for any rights expressly granted to Customer under the Agreement, SAP, SAP SE, their Affiliates or licensors own all Intellectual Property Rights in and derivative works of:

- a) the Cloud Service;
- b) SAP Materials;
- c) Documentation; and
- d) any Professional Services, design contributions, related knowledge or processes, whether or not developed for Customer.

10.1.2. Customer shall execute such documentation and take such other steps as is reasonably necessary to secure SAP's or SAP SE's title over such rights.

10.2. Acceptable Use Policy

10.2.1. With respect to the Cloud Service, Customer will not:

- a) copy, translate, disassemble, decompile, make derivative works, or reverse engineer the Cloud Service or SAP Materials (or attempt any of the foregoing);
- b) enter, store, or transfer any content or data on or via the Cloud Service that is unlawful or infringes any Intellectual Property Rights;
- c) circumvent or endanger the operation or security of the Cloud Service; or
- d) remove SAP's copyright and authorship notices.

**11. CONFIDENTIALITY**

11.1. Use of Confidential Information

11.1.1. The receiving party shall:

- a) maintain all Confidential Information of the disclosing party in strict confidence, taking steps to protect the disclosing party's Confidential Information substantially similar to those steps that the receiving party takes to protect its own Confidential Information, which shall not be less than a reasonable standard of care;
- b) not disclose or reveal any Confidential Information of the disclosing party to any person other than its Representatives whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11;
- c) not use or reproduce any Confidential Information of the disclosing party for any purpose outside the scope of the Agreement; and
- d) retain any and all confidential, internal, or proprietary notices or legends which appear on the original and on any reproductions.

11.1.2. Customer shall not disclose any information about the Agreement, its terms and conditions, the pricing or any other related facts to any third party.

11.1.3. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

#### 11.2. Compelled Disclosure

The receiving party may disclose the disclosing party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the receiving party required to make such a disclosure uses reasonable efforts to give the disclosing party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in contesting the required disclosure, at the request and cost of the disclosing party. The receiving party and its Representatives shall use commercially reasonable efforts to disclose only that portion of the Confidential Information which is legally requested to be disclosed and shall request that all Confidential Information that is so disclosed is accorded confidential treatment.

#### 11.3. Exceptions

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information;
- b) has become generally known or available to the public through no act or omission by the receiving party;
- c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions;
- d) is lawfully acquired free of restriction by the receiving party from a third party having the right to furnish such Confidential Information; or
- e) the disclosing party agrees in writing is free of confidentiality restrictions.

#### 11.4. Destruction and Return of Confidential Information

Upon the disclosing party's request, the receiving party shall promptly destroy or return the disclosing party's Confidential Information, including copies and reproductions of it. The obligation to destroy or return Confidential Information shall not apply:

- a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered;
- b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or
- c) to Confidential Information the receiving party is legally entitled or required to retain.

### 12. FEEDBACK

12.1. N/A.

### 13. MISCELLANEOUS

#### 13.1. Severability

If any provision of the Agreement is held to be wholly or in part invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

#### 13.2. No Waiver

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

#### 13.3. Counterparts

The Agreement may be signed in counterparts, each of which is an original and together constitute one Agreement. Electronic signatures via DocuSign or any other form as determined by SAP are deemed original signatures.

13.4. Trade Compliance

13.4.1. SAP and Customer shall comply with Export Laws in the performance of this Agreement. SAP Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea) the so-called Luhansk Peoples Republic (LNR) and Donetsk Peoples Republic (DNR) or Syria.

13.4.2. Upon SAP's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer SAP may immediately terminate Customer's subscription to the affected Cloud Service if:

- a) the competent authority does not grant such export authorization within 18 months; or
- b) Export Laws prohibit SAP from providing the Cloud Service or Professional Services to Customer.

13.5. Notices

All notices will be in writing and given when delivered to the address set forth in an Order Form. Notices from SAP to Customer may be in the form of an electronic notice to Customer's authorized representative or administrator. SAP may provide notice of modifications to the Cloud Service under Section 3.4.2 via Documentation, release notes or publication. System notifications and information from SAP relating to the operation, hosting or support of the Cloud Service can also be provided within the Cloud Service, or made available via the SAP Support Portal.

13.6. Assignment

Without the other party's prior written consent (not to be unreasonably withheld or delayed), neither party may assign, delegate or otherwise transfer the Agreement (or any of its rights or obligations) to any party.

13.7. Subcontracting

SAP may subcontract parts of the Cloud Service to third parties. SAP is responsible for breaches of the Agreement caused by its subcontractors.

13.8. Relationship of the Parties

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.9. Force Majeure

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.10. Governing Law

The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

13.11. Jurisdiction and Mandatory Venue

The parties submit to the exclusive jurisdiction of the courts located in New York, New York. The parties waive any objections to the venue or jurisdictions identified in this provision. The mandatory, sole and exclusive venue, place or forum for any disputes arising from the Agreement (including any dispute regarding the existence, validity or termination of the Agreement) shall be New York, New York.

13.12. Waiver of Right to Jury Trial

Each party waives any right it may have to a jury trial for any claim or cause of action arising out of or in relation to the Agreement.

13.13. Statute of Limitation

Customer must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within 1 year from the date when the Customer knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.14. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between SAP and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under the

Agreement. Terms and conditions of any Customer-issued purchase order shall have no force and effect, even if SAP accepts or does not otherwise reject the purchase order.



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**CONCUR TECHNOLOGIES, INC.**  
**BUSINESS SERVICES AGREEMENT**

This Business Services Agreement ("BSA") is entered into as of the Effective Date defined below by and between Concur Technologies, Inc. ("Concur"), with its address for notices being 601 108<sup>th</sup> Avenue NE, Suite 1000, Bellevue, WA 98004, Attention: Legal Department, Facsimile: (425) 590-5344, and the undersigned customer below on behalf of itself and its Affiliates defined below (collectively, "Customer"), with its initial address for notices specified in the initial Sales Order Form. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. DOCUMENTS COMPRISING THE AGREEMENT**

The "Agreement" shall be comprised of the terms and conditions set forth in this BSA together with any exhibits attached hereto and any Sales Order Forms (as defined in the attached Exhibit A) and other documents that either incorporate this BSA by reference or are incorporated herein by reference.

**2. APPLICATION TO CUSTOMER AFFILIATES**

The benefits, obligations and privileges of the Agreement shall extend to all entities that constitute "Customer", including all Affiliates, even though each such entity is not specifically named as a party to the Agreement. As such, the undersigned customer and its successors and assigns will be and remain liable for all of the obligations of all entities that constitute "Customer" under the Agreement, including all Affiliates, and Concur will look to the undersigned customer and its successors and assigns for enforcement of Concur's rights under the Agreement. For purposes of the Agreement, "Affiliate" means each legal entity that is directly or indirectly controlled by the undersigned customer on or after the Effective Date and for so long as such entity remains directly or indirectly controlled by the undersigned customer (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership), excluding any entity that is a party to a written agreement with Concur for the same Service that is the subject of the Agreement.

**3. INITIAL TERM**

The initial term of the Agreement is 36 months after the Effective Date defined below.

EXECUTED as of February 14, 2014 (the "Effective Date") by the parties hereto each acting under due and proper authority.

**Concur Technologies, Inc.**

By Melanie Morgan  
DocuSigned by:  
6426C20C7CEC4D0...

Print Name  
Vice President & Head of Corporate Legal

Title

**Attachment:**  
Exhibit A – General Terms and Conditions

**Multi-Color Corporation**

Type Customer Name (full legal name)

By Richard L. Bak 2/3/2014  
RICHARD L BAK

Print Name  
DIRECTOR PURCHASING

Title



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## EXHIBIT A GENERAL TERMS AND CONDITIONS

This Exhibit is made as of the Effective Date and pertains to and is made a part of the Business Services Agreement between Concur and Customer (the "BSA"). All undefined capitalized terms herein shall have the meanings ascribed to such terms as set forth in the Agreement. If any terms of this Exhibit are inconsistent with the terms of the BSA, then the terms of this Exhibit shall control.

### 1. PROVISION OF SERVICE

Concur will make the following services (collectively, the "Service") available to Customer during the term of the Agreement, subject to the terms of the BSA, this Exhibit and each mutually acceptable written ordering document for the Service executed by both Customer and Concur (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in a Sales Order Form and described in Concur's Service Description Guide for such services, which is incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable written amendment to the Agreement.

### 2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE RESTRICTIONS

2.1 Grant of Rights. Subject to the terms of the Agreement: (a) Concur hereby grants Customer a non-exclusive, non-transferable, worldwide right during the term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated by the Agreement, subject to the Service scope and pricing specified in the Agreement; and (b) Customer hereby grants Concur a non-exclusive, non-transferable, worldwide right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Concur and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Concur Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Concur in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Concur during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Concur in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Concur Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Concur's rights in connection with the Customer Data.

2.3 Restrictions. Except as expressly permitted under the Agreement, Customer shall not directly or indirectly do any of the following: (a) access, use, sell, distribute, sublicense, broadcast, or commercially exploit any Concur Property or any rights under the Agreement, including without limitation any access or use of any Concur Property on a service bureau basis or for any Customer processing services beyond the scope specified in this Agreement (such as for any third parties on a rental or sharing basis); (b) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (c) copy, modify, or prepare derivative works based on Concur Property; (d) reverse engineer, decompile, disassemble, or attempt to derive source code from any Concur Property; or (e) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Concur Property.

### 3. FEES AND PAYMENT TERMS

3.1 General. Except as otherwise expressly set forth in the applicable Sales Order Form, Customer will pay each accurate invoice within 30 days after the applicable invoice date. All fees and other charges shall be paid to Concur in United States dollars. If Customer specifies in a Sales Order Form that it is issuing a purchase order for such Sales Order Form, then Concur will reference the applicable Customer purchase order number on its invoices so long as Customer provides the purchase order number to Concur at least five (5) business days prior to the date of the applicable Concur invoice.

3.2 Taxes. Concur's fees do not include any governmental taxes, assessments, fees, or duties that may be applicable in connection with the transactions contemplated by this Agreement ("Taxes"). Customer will be responsible for paying all Taxes, except for taxes based on Concur's net income or its authority to do business within a given jurisdiction. If Concur has a legal obligation to pay or collect Taxes for which Customer is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Customer, unless Customer specifies in the applicable Sales Order Form that it claims tax exempt status for amounts due under the Agreement and provides Concur a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Concur invoice.

### 4. WARRANTIES AND LIMITATIONS

4.1 Mutual Warranties. Concur and Customer each hereby represents, warrants, and covenants to the other that: (a) it has the authority to enter into the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it will comply with all applicable laws and regulations, including laws regarding the security or privacy of Customer Data, that may be in effect during the term of the Agreement as they apply to such party's obligations under the Agreement.

4.2 No Infringement. Concur warrants that the Service, and the use thereof by Customer in accordance with the terms of the Agreement, does not and will not infringe, or constitute an infringement or misappropriation of, any intellectual property

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rights of a third party. Customer warrants that the Customer Data, and the use thereof by Concur in accordance with the terms of the Agreement, does not and will not infringe, or constitute an infringement or misappropriation of, any intellectual property rights of a third party. Each party's exclusive remedy and the other party's entire liability for any breach of the warranties set forth in Sections 4.1(a) and 4.2 shall be the indemnification provisions set forth in Section 5 below.

- 4.3 Service Warranties. Concur warrants that, during the term of the Agreement, the Service provided hereunder will be performed: (a) in a professional manner consistent with generally accepted industry standards reasonably applicable to the provision of the Service; (b) substantially in accordance with the technical manuals and user documentation relating to the operation and use of the Service that are provided by Concur to Customer under the Agreement, as reasonably updated by Concur from time to time; and (c) in accordance with the service level requirements as set forth in the Service Description Guide for the services ordered under a Sales Order Form.
- 4.4 Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT ARE THE SOLE WARRANTIES PROVIDED BY CONCUR HEREUNDER. CONCUR SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICE OR ANY OTHER ITEMS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. CONCUR DOES NOT WARRANT THAT ANY ITEMS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 4.5 Limitation of Liability. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 2.3, 5 OR 6 OF THIS EXHIBIT OR FOR PERSONAL INJURY, FRAUD, WILLFUL MISCONDUCT, OR AMOUNTS OWED HEREUNDER:
- (a) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY UNDER THE AGREEMENT, FOR WHATEVER CAUSE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT OR OTHERWISE, WILL BE LIMITED TO GENERAL MONEY DAMAGES AND SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL FEES ACTUALLY PAID OR OWING HEREUNDER BY CUSTOMER TO CONCUR DURING THE TWELVE MONTH PERIOD PRECEDING THE TIME THAT THE CLAIM AROSE (BUT NOT LESS THAN THE AMOUNT OF BASE TRANSACTION FEES DUE DURING THE FIRST YEAR AFTER THE EFFECTIVE DATE).

## 5. INDEMNIFICATION

- 5.1 By Concur. Subject to the terms of the Agreement, Concur shall indemnify and hold harmless Customer and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by a third party to the extent: (a) alleging that the Service, as provided by Concur and used in accordance with the terms of the Agreement, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party; or (b) resulting from the failure of Concur to comply with its obligations under the Agreement or from the acts or omissions of Concur or its employees, agents, successors or assigns. Notwithstanding the above, Concur shall have no liability for any infringement claim which: (i) pertains to any Concur Property that has been altered or modified without Concur's prior written approval; or (ii) is based on use of the Service in conjunction with any item not provided by Concur, unless such use is shown to constitute the infringement when not used in conjunction with the item not provided by Concur.
- 5.2 By Customer. Subject to the terms of the Agreement, Customer shall indemnify and hold harmless Concur and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party by any third party to the extent: (a) alleging that the Customer Data, or Customer's use of the Service in violation of the terms of the Agreement, infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of, or otherwise harms, such third party; or (b) resulting from the failure of Customer to comply with its obligations under the Agreement or from the acts or omissions of Customer or its employees, agents, successors or assigns.
- 5.3 Defense; Procedure. For any indemnifiable claim described in this Section 5: (a) the indemnifying party shall have the sole responsibility, at its expense, to defend and, at its sole discretion, to settle any such claim, provided that, if any settlement requires a non-monetary obligation of an indemnified party (other than ceasing use of the Service), then such settlement shall require the indemnified party's prior written consent, which consent will not be unreasonably withheld; and (b) each indemnified party shall provide the indemnifying party with prompt written notice of any such claim brought against it, together with copies of all related court documents involving such claim. An indemnified party's failure to provide prompt notice to the indemnifying party of any such claim shall not relieve the indemnifying party from any liability under this Section 5 with respect to such claim, unless the indemnifying party is materially prejudiced by such failure, in which case the indemnifying party shall have no obligation under this Section 5 with respect to such claim. If any compromise or settlement is made with respect to such claim, the indemnifying party shall pay all amounts in settlement of such claim. The indemnified party shall provide the indemnifying party with such information and assistance for the defense of such claim as the indemnifying party reasonably requests.

## 6. CONFIDENTIALITY

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- 6.1 **Confidential Information.** In connection with the Agreement, each party hereto (a "disclosing party") may disclose its confidential and proprietary information to the other party (a "receiving party"). Subject to the exceptions listed below, a disclosing party's "Confidential Information" shall be defined as information disclosed by the disclosing party to the receiving party under the Agreement that is either: (a) clearly marked or otherwise clearly designated as confidential or proprietary; or (b) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party. For the avoidance of doubt, the Concur Property and all pricing under the Agreement is the Confidential Information of Concur, and Customer Data is the Confidential Information of Customer.
- 6.2 **Confidential Treatment.** During the term of the Agreement and for three (3) years after its expiration or termination, a receiving party shall not use, or otherwise disclose to any third party, a disclosing party's Confidential Information without the prior written consent of the disclosing party; provided, however, that Concur may use and disclose the Confidential Information of Customer as necessary for the limited purpose of performing the Service hereunder. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of the Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information).
- 6.3 **Exceptions.** Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this Section 6 shall not apply to any information of the disclosing party that: (a) is or becomes a part of the public domain through no wrongful act of the receiving party; (b) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (c) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (d) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order. In addition, the obligations of Concur set forth in this Section 6 shall not apply to any suggestions for product or service improvement or modification provided by Customer in connection with any present or future Concur product or service, and, accordingly, neither Concur nor any of its customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such suggestions.
- 6.4 **Remedies.** The parties recognize and agree that money damages are an inadequate remedy for breach of this Section 6 and further recognize that any such breach would result in irreparable harm to the non-breaching party. Therefore, in the event of any such breach, the non-breaching party may seek injunctive relief from a court of competent jurisdiction to enjoin such activity in addition to any other remedies available to it.

## 7. TERM AND TERMINATION

- 7.1 **Term.** The term of the Agreement will commence on the Effective Date and will continue thereafter for the initial term specified on the first page of the Business Services Agreement (the "Initial Term"). After the Initial Term, the Agreement shall continue thereafter until either party elects to terminate the Agreement by delivering written notice of termination to the other party at least ninety (90) days before the desired effective date of such termination. All terms and conditions hereof shall remain in effect during any renewal term, except as the parties otherwise expressly agree to in writing.
- 7.2 **Termination for Breach.** In the event of a material breach of the Agreement by either party, the non-breaching party may give written notice of such breach to the breaching party and, if the same is not cured within thirty (30) days after delivery of such notice, then, without limitation of any other remedy available hereunder, the non-breaching party may terminate the Agreement by delivery of a written notice of termination at any time thereafter to the breaching party. Such termination shall be effective as of the date of the notice of termination or such later date as set forth in such notice.
- 7.3 **Duties Upon Termination; Return of Customer Data and Confidential Information; Survival.** Upon termination of the Agreement: (a) all rights granted to Customer under the Agreement shall immediately terminate, in which case Concur may invalidate the passwords and/or other user identification for Customer and its users and otherwise deny further access to the Service; (b) upon Concur's request made within thirty (30) days after such termination, Customer will return to Concur or destroy all Concur Property that is in its possession or control; and (c) upon Customer's request made within thirty (30) days after such termination, Concur will return to Customer or destroy all Customer Data and Confidential Information of Customer that is in its possession or control, provided that Customer has paid all fees due to Concur under this Agreement and all Sales Order Forms hereunder. After such 30-day period, each party may destroy any such information of the other party in its possession or control. Termination of the Agreement shall not be construed to waive or release any claim that a party is entitled to assert at the time of such termination (including any claim for fees accrued or payable to Concur prior to the effective date of termination), and the applicable provisions of the Agreement shall continue to apply to such claim until it is resolved. The terms of Sections 1 and 2 of the BSA and Sections 2.2, 2.3, 4.4, 4.5, 5, 6, 7.3, and 8 of this Exhibit shall survive the termination of the Agreement for any reason.

## 8. MISCELLANEOUS

- 8.1 **Relationship of Parties.** Concur and Customer are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Concur and Customer. Neither Concur nor Customer will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in the Agreement.
- 8.2 **Notices.** All notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and

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Concur Use Only: S C

addressed as set forth on the first page of the Agreement (as to Concur) and in a Sales Order Form (as to Customer). Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices also may be sent by facsimile transmission, which shall be deemed received when transmitted if: (a) a document is electronically generated by the transmitting machine confirming that the transmission was received; and (b) the party transmitting the notice also sends such notice the same day by any of the other notice methods described above. Any party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

- 8.3 Assignment. The Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either party may assign its rights and obligations under the Agreement, in whole but not in part, without the other party's permission, in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets or equity, or any other similar transaction; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the assignor under the Agreement; and (c) agrees to be bound by the terms and conditions of the Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.
- 8.4 Waiver and Severability. Failure to enforce any term or condition of the Agreement shall not be deemed a waiver of the right to later enforce such term or condition or any other term or condition of the Agreement. If any provision of the Agreement is found to be void or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of the Agreement will remain in full force and effect.
- 8.5 Excused Performance. Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control.
- 8.6 Payment Default. If, at any time, Customer is delinquent in the payment of any fees due hereunder, Concur may notify Customer in writing of such breach and, in such case, Customer will have thirty (30) days from Concur's written notice to cure the breach. If Customer fails to cure such breach within such 30-day period, then Concur may suspend Service in its sole discretion and without prejudice to its other rights until such fees are paid in full. Late payments hereunder will accrue interest beginning as of the due date at the rate of one and one-half percent per month or the highest rate allowed by applicable law, whichever is lower.
- 8.7 Entire Agreement. The Agreement contains the entire agreement and understanding between Concur and Customer with respect to the subject matter thereof and supersedes all prior agreements, negotiations, representations, and proposals, written and oral, relating to such subject matter.
- 8.8 Amendments. The Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except as set forth herein or by a separate written agreement duly executed by the parties to the Agreement. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of the Agreement shall alter or amend any provision of the Agreement or otherwise control, unless Concur and Customer both specify in writing that such terms or conditions shall control. Notwithstanding the above, (a) Concur may from time to time effect reasonable modification to the Service and/or the Service Description Guide applicable for each service ordered hereunder, without Customer's prior consent, provided that any such modification does not reduce the service level commitments, security or overall level of beneficial service provided to Customer immediately prior to such modification; and (b) if the "Travel & Expense" or "Travel" services are provided under the Agreement, then Concur shall have the right to effect reasonable change to the recurring fees under the Agreement to the extent of any general fee change assessed across Concur's customers of the applicable service due to changes in Concur's costs associated with its travel management business (e.g. GDS or other similar third party fees), upon notice to Customer at least 30 days before the effective date of the change.
- 8.9 Governing Law. The Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of New York, without regard to conflict of laws principles. The parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Francisco, California or New York, New York for the purposes of adjudicating any action or proceeding to enforce the terms of the Agreement. The parties agree that the Agreement and the transactions contemplated therein shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction. English shall be the governing language of the Agreement.
- 8.10 Interpretation. The Agreement will not be construed in favor of or against any party by reason of the extent to which any party participated in the preparation of the Agreement. The Agreement may be executed by facsimile copy and in any number of counterparts, all of which taken together will constitute one single agreement between the parties. Concur's obligation to perform Service under the Agreement is subject to the execution and delivery of the Agreement and an initial Sales Order Form signed by a duly authorized representative of Customer and Concur.

SAP Concur			Client Statement			2/16/2026		
Business Partner	Contract Account	Business partner name	Invoice #	Document Date	Net Due Date	Amount	Currency	Pre/Post-Petition
1000075015	10858	Multi-Color Corp.	101700348826-SPLIT	1/6/2026	2/5/2026	23,868.94	USD	Pre-Petition
						<b>23,868.94</b>	USD	Pre-Petition Total
1000075015	10858	Multi-Color Corp.	100160022318	2/18/2026	3/20/2026	(23,868.94)	USD	Post-Petition
						<b>(23,868.94)</b>	USD	Post-Petition Total as of 27-Feb-2026