Fill in this information to identify the case:

Debtor 1: Tricolor Auto Group, LLC

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court for the: 7 District of Northern Texas

Case number: 25-33487

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?

Concur Technologies, Inc
Name

601 108th Ave NE, Suite 1000
Number Street

Bellevue WA 98011
City State ZIP Code

Contact phone 425-590-5000

Contact email SAP_Bankruptcy_Matters@sap.com

Where should payments to the creditor be sent? (if different)

Concur Technologies, Inc
Name

62157 Collections Center Drive
Number Street

Chicago IL 60693
City State ZIP Code

Contact phone 425-590-5000

Contact email SAP_Bankruptcy_Matters@sap.com

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JUN 08 2026
VERITA GLOBAL

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? _____

25334962606080000000000001

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: 7 4 1 0

7. **How much is the claim?** $ 5,603.70. **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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   JUN 08 2026
   VERITA GLOBAL

   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:*

	Amount entitled to priority
☐ 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.	$_____

* 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 05/28/2026
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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JUN 08 2026
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SAP Concur
Concur Technologies, Inc.
601 108th Avenue NE, Suite 1000
Bellevue, WA 98004

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

INVOICE

INVOICE NUMBER		101900320282
INVOICE DATE		03-Sep-25
DUE DATE		03-Oct-25
INVOICE TOTAL	USD	4,276.51

SAP_CONCUR_LMV_NA@SAP.COM
CP06

BILL TO

Tricolor Auto Group LLC
Accounts Payable
1111 W Mockingbird Ln
Ste 1500
Dallas TX 75247-5028

SHIP TO

Tricolor Auto Group LLC
1111 W. Mockingbird Ln. Suite
1500
DALLAS TX 75247

TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION
Net due in 30 days			1000087410	

NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Professional	01-Sep-25	30-Sep-25	1	MON	3,674.78	3,674.78	3	242.54
2	Base:ExpenseIt for Concur Expense	01-Sep-25	30-Sep-25	1	MON	0.00	0.00	3	0.00
3	Base:Service Administration - Expense	01-Sep-25	30-Sep-25	1	MON	0.00	0.00	3	0.00
4	Base:User Support Desk	01-Sep-25	30-Sep-25	1	MON	336.95	336.95	4	22.24

Tax (GRP 3) 6.25 % on 3,674.78 USD	183.74	USD
Tax (GRP 3) 1 % on 3,674.78 USD	29.40	USD
Tax (GRP 3) 1 % on 3,674.78 USD	29.40	USD
Tax (GRP 4) 6.25 % on 336.95 USD	16.84	USD
Tax (GRP 4) 1 % on 336.95 USD	2.70	USD
Tax (GRP 4) 1 % on 336.95 USD	2.70	USD

DO NOT PAY; WILL BE PAID VIA CREDIT CARD

COMMENTS	SUBTOTAL	TAX	TOTAL
	USD 4,011.73	USD 264.78	USD 4,276.51

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

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

INVOICE

INVOICE NUMBER		100150021876
INVOICE DATE		05-Feb-26
DUE DATE		07-Mar-26
INVOICE TOTAL	USD	1,327.19

SAP_CONCUR_LMV_NA@SAP.COM
CP06

BILL TO

Tricolor Auto Group LLC
Accounts Payable
1111 W Mockingbird Ln
Ste 1500
Dallas TX 75247-5028

SHIP TO

Tricolor Auto Group LLC
1111 W. Mockingbird Ln. Suite
1500
DALLAS TX 75247

TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION
Net due in 30 days			1000087410	

NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Professional	01-Sep-25	09-Sep-25	1	MON	1,140.45	1,140.45	3	75.27
2	Base:Expenselt for Concur Expense	01-Sep-25	09-Sep-25	1	MON	0.00	0.00	3	0.00
3	Base:Service Administration - Expense	01-Sep-25	09-Sep-25	1	MON	0.00	0.00	3	0.00
4	Base:User Support Desk	01-Sep-25	09-Sep-25	1	MON	104.57	104.57	4	6.90

Tax (GRP 3) 6.25 % on 1,140.45 USD	57.03	USD
Tax (GRP 3) 1 % on 1,140.45 USD	9.12	USD
Tax (GRP 3) 1 % on 1,140.45 USD	9.12	USD
Tax (GRP 4) 6.25 % on 104.57 USD	5.22	USD
Tax (GRP 4) 1 % on 104.57 USD	0.84	USD
Tax (GRP 4) 1 % on 104.57 USD	0.84	USD

DO NOT PAY; WILL BE PAID VIA CREDIT CARD

COMMENTS

Pre-petition

SUBTOTAL		TAX		TOTAL	
USD	1,245.02	USD	82.17	USD	1,327.19

Concur Use Only: S

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Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: April 29, 2025

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Monthly beginning on the Transaction Fee Start 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	400	$ 3,674.78	$ 11.09

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.)

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 for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
User Support Desk	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.)
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
Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	$ 336.95	$ 1.20

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

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. Customer hereby authorizes Concur to debit/charge Customer's account, as applicable, for the amount specified in each accurate Concur invoice at any time following Concur's presentment of such invoice to Customer. If Concur is unable to debit/credit Customer's account, as applicable, for the full amount specified in such invoice, then Customer nevertheless shall ensure that such invoice is paid 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".

Termination of Certain Services: Concur is discontinuing its provision of the following Extended Services: Service Administration - Expense, Service Administration - Invoice Processing, Service Administration - Travel & Expense, Service Administration - Travel, Service Administration for Request - Standalone, Service Administration - Elite for Expense, Service Administration - Elite for Travel & Expense (collectively, the "Sunsetting Services"). At any time after the Order Effective Date of this Order Form, Customer may terminate each, any, or all of the Sunsetting Services upon ninety (90) days' prior written notice to Concur. In the event of such termination, Customer will be entitled to: (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated Sunsetting Services calculated as of the effective date of termination, and (b) a release from the obligation to pay fees due for such Sunsetting Services periods after the effective date of termination. Notwithstanding the foregoing, in no event shall Concur be obligated to provide the Sunsetting Services after December 31, 2024.

[signature page follows]

Tricolor Auto Group LLC

Signed by:
Jerry Kollar
888072BF5871480...

Signature

Jerry Kollar

Print Name

CFO

Title

Concur Use Only: S

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: September 30, 2024

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Monthly beginning on the Transaction Fee Start 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	350	$ 3,279.33	$ 11.32

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.)

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 for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
User Support Desk	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.)
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
Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	$ 311.51	$ 1.28

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

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".
Termination of Certain Services: Concur is discontinuing its provision of the following Extended Services: Service Administration - Expense, Service Administration - Invoice Processing, Service Administration - Travel & Expense, Service Administration - Travel, Service Administration for Request - Standalone, Service Administration - Elite for Expense, Service Administration - Elite for Travel & Expense (collectively, the "Sunsetting Services"). At any time after the Order Effective Date of this Order Form, Customer may terminate each, any, or all of the Sunsetting Services upon ninety (90) days' prior written notice to Concur. In the event of such termination, Customer will be entitled to: (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated Sunsetting Services calculated as of the effective date of termination, and (b) a release from the obligation to pay fees due for such Sunsetting Services periods after the effective date of termination. Notwithstanding the foregoing, in no event shall Concur be obligated to provide the Sunsetting Services after December 31, 2024.

[signature page follows]

Concur Use Only: S

SAP Concur

Tricolor Auto Group LLC

Signed by:
Jerry Kollar
888072BF5871480...

Signature

Jerry Kollar

Print Name

CFO

Title

Concur Use Only: S

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: June 08, 2022

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Monthly beginning on the Transaction Fee Start 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	340	$ 3,185.64	$ 11.32

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.)

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 for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
User Support Desk	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.)
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
Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	$ 302.60	$ 1.28

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

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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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".
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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".
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[signature page follows]

Concur Use Only: S

SAP Concur

Tricolor Auto Group LLC

Signature DocuSigned by: Matt Lewis 4AC5FFB5311946D...

Print Name

VP Accounting

Title

Concur Use Only: S

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC
Order Type: Additional Sale
Currency for Fees: USD
Service Type Billing Cycle: Monthly beginning on the Transaction Fee Start Date

Order Effective Date: September 27, 2021
PO to be Issued: No

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	300	$ 2,811.00	$ 11.32

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.)

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 for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
User Support Desk	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.)
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
Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	$ 282.83	$ 1.28

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

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: S

SAP Concur

Tricolor Auto Group LLC

Signature DocuSigned by: Steve Hall F8DC20744C7F4C2...

Print Name

Controller

Title

Concur Use Only: S

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: August 03, 2021

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

Service Type Billing Cycle: Monthly beginning on the Transaction Fee Start 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	250	$ 2,445.03	$ 11.32

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.)

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 for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
User Support Desk	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.)
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
Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	$ 248.91	$ 1.28

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

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 Agreement Terms: The Agreement is amended by incorporating the following document as an attachment to the Agreement: Personal 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 Personal Data Processing Agreement for SAP Cloud Services shall mean "Concur".

[signature page follows]

Concur Use Only: S

SAP Concur

Tricolor Auto Group LLC

DocuSigned by:
Steve Hall
F8DC20744C7F4C2...

Signature _____

Print Name

Controller

Title

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: July 22, 2019

Order Type: Additional Sale

Service Type Billing Cycle: Monthly 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	235	$2,298.35	$11.78

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.)

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
Service Administration - Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
User Support Desk	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 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above

Service Administration - Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	$233.98	$1.28

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

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".

Waiver of Fees for User Support Desk: Notwithstanding anything in the Agreement to the contrary, Concur shall waive the Recurring Fees for the User Support Desk extended service ordered as specified above 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.

[signature page follows]

Concur Use Only: S

SAP Concur

CUSTOMER (name as specified above)

By Jerry Kollar
888072BF5871480...

Jerry Kollar
Print Name

CFO
Title

Concur Use Only: S

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: July 08, 2019

Order Type: Additional Sale

Service Type Billing Cycle: Monthly 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**

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.)

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.)

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

Description	Unit Quantity	Initial Set Up Fee

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.)

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)	$0.00

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".

[signature page follows]

Concur Use Only: S

SAP Concur

CUSTOMER (name as specified above)

By DocuSigned by: Raul Morant
4A207AC2C7E1426...

Print Name

Director of finance

Title

Concur Use Only: S

SAP Concur

Concur Technologies, Inc.
SALES ORDER FORM

Professional Edition

GENERAL INFORMATION

Customer Name: Tricolor Auto Group LLC

Order Effective Date: July 02, 2019

Order Type: Additional Sale

Service Type Billing Cycle: Monthly 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 - 2	235	$2,298.30	$9.78
	3 and beyond	265	$2,557.24	$11.35

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.)

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 for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
Service Administration - 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 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 and beyond		

		Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
Service Administration - Expense	1 - 2	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
	3 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

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".

[signature page follows]

Concur Use Only: S

SAP Concur

CUSTOMER (name as specified above)

DocuSigned by:

By Jerry Kollar
4A207AC2C7E1426...

Print Name

CFO

Title

Concur Technologies, Inc.

SALES ORDER FORM
Concur Professional Edition

GENERAL INFORMATION

Customer Name:	Tricolor Auto Group LLC	**Order Effective Date:**	SEPTEMBER 08, 2015
Order Type:	Initial Sale		
Service Type Billing Cycle:	Monthly beginning on the Transaction Fee Start Date		
BSA Address For Notices:	545 E John Carpenter Fwy # 1	**BSA Billing Address:**	545 E John Carpenter Fwy # 1
Address Line 2:		**Address Line 2:**	
City:	Irving	**City:**	Irving
State/Province:	TX	**State/Province:**	TX
Zip/Postal Code:	75062-3931	**Zip/Postal Code:**	75062-3931
Country:	USA	**Country:**	USA
Attention:		**Attention:**	
		Phone:	
Fax:		**Fax:**	
Email:		**Email:**	
		County:	

GENERAL SERVICE INFORMATION

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

Credit Card Type: [redacted]
Credit Card No.:
Expiration Date:
Name On Card: [redacted]lor
(company or individual name) Auto AP

SERVICES ORDERED (primary service offerings)	**Pre-Production Fee**	**Initial Set Up**
Expense	$0.00	$0

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 F (per incr. Trar
Expense	1 and beyond	50	$375.00	$9

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

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 F (per incr. Trar

EXTENDED SERVICES ORDERED (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)	**Unit Quantity**	**Initial Set Up**
ExpenseIt Pro for Expense	1 Set Up(s)	$0

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

Concur Use Only:S

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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	1 and beyond	$26.60	$0.66

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

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

"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
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 Invoice Processing	A vendor payment request
Concur Financial Connector 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
Intelligence for Invoice Processing	A vendor payment request
Consultative Intelligence for Invoice Processing	A vendor payment request
Intelligence Reports	A Managed Reporting report transaction with a maximum of 8 hours per report.
Concur Insight - Premium for Invoice Processing	A vendor payment request
Concur Insight - Premium for Concur 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 Line Item Capture	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 Concur Request	A Concur request; provided, however, that all submissions and re-submissions of a single Concur request shall be counted as a single Transaction

Concur Use Only:S

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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.
Service Administration for Invoice Processing	A vendor payment request
Concur 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
Risk Messaging - Premium	A booking (for any one of the following: air, hotel, car, and/or rail) that is imported into the Risk Management 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 Management 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 Invoice Processing	A vendor payment request
TripIt Pro – User Based Pricing	A Registered User
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) the second calendar month after the date set forth above as the Order Effective Date if this is an initial Sales Order Form under the BSA; and (ii) the first scheduled Billing Cycle after the date specified above as the "Order Effective Date" if this is an additional Sales Order Form under the BSA.

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.

Waiver of Fees: Notwithstanding anything in this Sales Order Form or the BSA to the contrary, Concur shall waive the recurring fees that may come due under this agreement for a period of one (1) calendar month beginning on the Transaction Fee Start Date.

[Signature On Next Page]

Concur Use Only:S

CONCUR

Concur Technologies, Inc.
By DocuSigned by: Melanie Morgan
B99EA0B96FD841C...
Melanie Morgan
SVP Legal

CUSTOMER (name as specified above)
By DocuSigned by: Robert Jones
0E2BBFFE5063458...
Robert Jones
Print Name
CFO
Title

Concur Use Only:S

CONCUR

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 108th AVE 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 3 months after the Effective Date defined below.

EXECUTED as of **SEPTEMBER 08, 2015** (the "Effective Date") by the parties hereto each acting under due and proper authority.

Concur Technologies, Inc.

DocuSigned by:
By Melanie Morgan
Melanie Morgan
E6BEA0B96FD841C...
SVP Legal

Attachment:
Exhibit A – General Terms and Conditions

Tricolor Auto Group LLC

DocuSigned by:
By Robert Jones
0E2BBFFE5063458...
Robert Jones
Print Name
CFO
Title

Concur Use Only:S

CONCUR

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 hereby authorizes Concur to debit/charge Customer's account, as applicable, for the amount specified in each accurate Concur invoice at any time following Concur's presentment of such invoice to Customer. If Concur is unable to debit/credit Customer's account, as applicable, for the full amount specified in such invoice, then Customer nevertheless shall ensure that such invoice is paid 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 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

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 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.