CUSTOMER AUTHORIZATION TO LINK SERVICES AND EXCHANGE CUSTOMER DATA

The undersigned entity ("Customer") and Concur Technologies, Inc. or one or more Concur affiliates (collectively, "Concur") are parties to a business services agreement (the "Agreement"), under which Concur has been retained to provide certain Concur business services to Customer (the "Service"). In connection with the Service, Concur may obtain access to information with respect to Customer and its agents and affiliates, and each of their respective employees, agents, and users of the Service (collectively, the "Customer Data"). The following Customer Authorization to Link Services and Exchange Customer Data (the "Authorization") governs the use of the Concur's platform services. For purposes of this Agreement "You" shall mean you as the business, government entity, or entities on whose behalf you are accepting this Authorization, and Concur shall mean Concur Technologies, Inc. or one or more Concur affiliates.

You have also entered into an arrangement with _____

the provider of certain products or services (the "Provider) that will integrate with the Service and access and use certain Customer Data ("Provider Services").

Notwithstanding anything to the contrary in the Agreement or otherwise, You hereby:

(a) authorize Concur to link the Service with the Provider Services through Concur's API (a description of which can be found at https://developer.concur.com/api-reference/index.html); authorize Concur and Providers to exchange Customer Data relating to the Service and Provider's Service between the Service and Provider's Service; and allow Concur and Providers to use Customer Data for purposes described in their respective agreements with You.

(b) represent and warrant that You (i) have the authority to allow this linking and exchange of Customer Data, (ii) have and will obtain consents and/or authorizations from data subjects and/or Providers for this exchange and use of Customer Data, if required by applicable law, (iii) have and will provide accurate and appropriate notices to data subjects and/or Providers regarding this exchange and use of Customer Data, if required by applicable law, and (iv) will use any Customer Data in compliance with the Agreement with Concur and respective agreements with Providers and in accordance with any notices, statements, or agreements You have provided to data subjects;

(c) confirm that Concur's linking of the Service with the Provider Services under this Authorization shall not be deemed to be part of the Service, with the understanding that Concur will handle and protect Exchanged Data received from Provider in accordance with the Agreement;

(d) waive, release, and forever discharge Concur and all of its officers, directors, employees, shareholders, agents, authorized resellers, and affiliates of the foregoing, and all of their respective successors and assigns, from any and all claims and causes of action, whether known or unknown, which You may have arising out of or relating to 1) Concur's disclosure, delivery, and/or provision of any and all Customer Data through Concur's API to the Provider, 2) receipt of Customer Data from the Provider in accordance with this Authorization and 3) Provider's activities or use of Customer Data; and

(e) indemnify and hold harmless Concur and all of its officers, directors, employees, shareholders, agents, authorized resellers, and affiliates of the foregoing, and all of their respective 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 the claim relates to any breach of Your representation and warranties, in whole or in part, in section (b) of this Authorization.

This Authorization: (i) shall be binding upon Customer and its successors, assigns and transferees by operation of law or otherwise unless and until revoked by means of a written notice by Customer to Concur; (ii) shall be made and construed in accordance with the laws of the jurisdiction in which the Agreement is governed, without regard to conflicts of laws principles; and (iii) may be executed and transmitted with facsimile signatures, which shall be fully binding and effective for all purposes.

EXECUTED by Customer acting under due and proper authority.

Name: _____
(full legal name of Customer)

Signature: _____

Signed by: (insert name) _____

Title: _____

Date Signed: _____

INSTRUCTIONS:
AFTER COMPLETION, PROVIDER TO SEND THIS CUSTOMER AUTHORIZATION TO LINK SERVICES AND EXCHANGE CUSTOMER DATA TO: PARTNER_CLIENT_ACTIVATION@CONCUR.COM

Last Update: April 30, 2017