

Concur App Center End-User Terms and Conditions

The basic terms of use, accepted once, for individuals using the Concur App Center.

CONCUR APP CENTER END-USER TERMS AND CONDITIONS

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USE OF THE CONCUR APP CENTER IS OFFERED ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS. BY USING THE CONCUR APP CENTER, YOU AGREE TO BE BOUND BY THE TERMS. IF YOU DO NOT ACCEPT THE TERMS, DO NOT USE THE CONCUR APP CENTER.

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providing each such Third Party App to you; Concur is not a party to the license between you and the Licensor with respect to that third party app; and Concur is not responsible for that Third Party App, the content therein, or any warranties or claims that you or any other party may have relating to that third party or your use of that Third Party App.

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3. **THIRD-PARTY Apps.** Certain third-party providers, some of which may be listed on pages within the App Center, offer products and services related to the Service that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Concur does not warrant any such third-party providers or the Third-Party Apps, whether or not such products or services are designated by Concur as "certified", "validated" or otherwise.
4. **AUTHORIZATION TO LINK ACCOUNTS/SHARE DATA.** Your access to and use of the Apps may include the linking of those certain services provided by Concur to you under separate written agreement (the "Services"). You hereby authorize Concur to link the Service with the applicable Apps (including Third Party Apps) and to disclose, deliver, and provide any and all information with respect to You (and to the extent you are acting on behalf of an organization, the employees, agents and affiliates of such organization, and each of their respective employees, agents, and users) that is incorporated into the Service (collectively, "Customer Data") to the Licensor for the purpose of the provision of the App (including Third Party Apps). You waive, release, and forever discharge Concur and all of its officers, directors, employees, shareholders, agents, and affiliates, 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 Concur's disclosure, delivery, and/or provision of any and all Customer Data to the Licensor in accordance with the authorization provided herein; and You indemnify and hold harmless Concur and all of its officers, directors, employees, shareholders, agents, and affiliates, 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 relating to Concur's performance in accordance with the authorization provided Agreement.

5. LIMITATION ON REVERSE ENGINEERING. You may not reverse engineer, decompile, or disassemble the Apps.
6. RESERVATION OF RIGHTS. Concur and its suppliers and the Licensors reserve all rights not expressly granted to you in this Agreement.
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9. NO SUPPORT. Concur does not provide support for the Third Party Apps or their uses. Concur will not provide assistance for the development or testing of Licensee's Programs, or support for Licensee's Programs to end users.
10. RESPONSIBILITY FOR LINKS AND CONTENT. Concur is only responsible or liable for the content posted on the App Center to the extent prescribed by applicable law. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog on the App Center (any "Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the Content. The App Center may contain links to external Web sites and information provided on such external websites by third party developers and service providers. Concur shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. You further agree that Concur shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any content, goods or services available on or through any such linked Web site.
11. TERMINATION. If you fail, or Concur reasonably suspects that you have failed, to comply with any of the provisions of this Agreement, Concur, at its sole discretion, without notice to you may: (i) terminate this Agreement; and/or (ii) terminate any license and access to the App Center (or any part thereof). Concur reserves the right to modify, suspend, or

discontinue the App Center (or any part or content thereof) at any time with or without notice to you, and Concur will not be liable to you or to any third party should it exercise such rights.

12. NO OTHER OBLIGATIONS. Concur's obligations with respect to its products and services are governed solely by the agreements under which they are provided and nothing in this Agreement alters such agreements. Concur may make changes to the Apps at any time without notice. The Apps may be out of date, and Concur makes no commitment to update them.
13. CAPACITY AND AUTHORITY TO CONTRACT. You represent that you are of the legal age of majority in your state of residence and, if applicable, You are duly authorized by Your employer to enter into this Agreement.
14. ENTIRE AGREEMENT. The Terms are the entire agreement between you and Concur relating to the Apps and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Apps, or any other subject matter covered by the Terms. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Concur's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Concur will not be responsible for failures to fulfill any obligations due to causes beyond its reasonable control.
15. The Services are operated by Concur from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Services. All transactions on the Services are governed by Washington law, without giving effect to its conflict of law provisions. Your use of the Services may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Concur or relating in any way to your use of the Services resides in the courts in the State of Washington.