

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").

Customer and Provider Name or one of its affiliates ("Provider") have entered into an arrangement under which the Provider will provide certain products or services to Customer 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, Customer hereby:

- (a) authorizes 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>) and authorize Concur and Providers to exchange Customer Data between the Service and the Provider's systems for the purpose of the provision of the Provider Services and/or the Service;
- (b) confirms that Concur's linking of the Service with the Provider Services under this Customer authorization shall not be deemed to be part of the Service, with the understanding that Concur will handle and protect Customer Data received from Provider in accordance with the Agreement;
- (c) waives, releases, and forever discharges Concur and all of its officers, directors, employees, shareholders, authorized resellers, 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 Customer 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 Application Provider, (2) receipt of Customer Data from the Application Provider in accordance with the authorization provided herein and (3) Provider's activities or use of Customer Data; and
- (d) indemnifies and holds harmless Concur and all of its officers, directors, employees, shareholders, authorized resellers, 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 under this Authorization to Deliver Customer Data.

This Customer Authorization to Link Services and Exchange Customer Data: (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) Click here to enter text.

Signature:

Signed by: (insert name)

Click here to enter text.

Title:

Click here to enter text.

Date Signed:

Click here to enter text.

INSTRUCTIONS:

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