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Concur Technologies, Inc.

SALES ORDER FORM
Professional Edition

GENERAL INFORMATION

Customer Name:	The Texas A & M University System	Order Effective Date:	August 16, 2016
Order Type:	Additional Sale		
Service Type Billing Cycle:	Annually beginning on the Transaction Fee Start Date		
BSA Address For Notices:	John B. Connally Building TAMU MS 1144 COLLEGE STATION, TX 77840 USA	BSA Billing Address:	John B. Connally Building TAMU MS 1144 COLLEGE STATION, TX 77840 USA
Attention:	Debbie Phair	Attention:	Debbie Phair
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	
		County:	

GENERAL SERVICE INFORMATION

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

SERVICES ORDERED (primary service offerings)	Pre-Production System Fee	Initial Set Up Fee
Travel and Expense	\$0.00	\$0.00

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

Service	Billing Cycle(s) (beginning on the Transaction Fee Start Date)	Base Transactions (per Billing Cycle)	Base Transaction Fee (per Billing Cycle)	Incremental Transaction Fee (per Incr. Trans.)
Travel and Expense	1 through 1 ¹	34,998	\$223,412.00	\$6.38
Travel and Expense	2 through 2 ²	52,998	\$274,667.00	\$5.43
Travel and Expense	3 and beyond	106,000	\$549,334.00	\$5.43

EXTENDED SERVICES ORDERED (Transaction-based recurring services pertaining to the above or previously-ordered Service Types)	Initial Set Up Fee
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EXTENDED SERVICES ORDERED FEE DETAILS (recurring fees for the transaction-based extended services ordered above)

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

Description	Unit Quantity	Initial Set Up Fee
TripLink for Travel & Expense	1 Set Up(s)	Included in the fees for the Service Type ordered above
Service Administration - Travel & Expense	1 Set Up(s)	Included in the fees for the Service Type ordered above
Service Administration - Elite for Travel & Expense	1 Set Up(s)	Included in the fees for the Service Type ordered above
	1 Bundle(s)	Included in the fees for the

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Intelligence for Travel & Expense		Service Type ordered above
Expenselt Pro for Travel & Expense	1 Set Up(s)	Included in the fees for the Service Type ordered above
Concur Request - Add-on	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.)
TripLink for Travel & Expense	1 and beyond	Included in the fees for the Service Type ordered above	Included in the fees for the Service Type ordered above
Service Administration - Travel & Expense	1 and beyond	Included in the fees for the Service Type ordered above	Included in the fees for the Service Type ordered above
Service Administration - Elite for Travel & Expense	1 and beyond	Included in the fees for the Service Type ordered above	Included in the fees for the Service Type ordered above
Intelligence for Travel & Expense	1 and beyond	Included in the fees for the Service Type ordered above	Included in the fees for the Service Type ordered above
Expenselt Pro for Travel & Expense	1 and beyond	Included in the fees for the Service Type ordered above	Included in the fees for the Service Type ordered above
Concur Request - Add-on	1 and beyond	Included in the fees for the Service Type ordered above	Included in the fees for the Service Type ordered above

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

Description	Unit Quantity	Initial Set Up Fee

ORDER TERMS

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

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

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

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

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

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

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

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

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

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

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

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

“Recurring Fee” means the fee to be paid for each Billing Cycle for the unit-based Extended Services based on the aggregate number of Base Transactions for the Service Type ordered above or previously ordered under the BSA.

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

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

Service Description	Type of Transaction
Audit (Policy, Receipt and Elite)	An expense report with respect to which Concur performs an audit as reflected by the Service
Central Reconciliation	A Concur request or expense report (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single Concur request or expense report, as applicable, shall be counted as a single Transaction
Client Web Services for Invoice Processing	A vendor payment request
Company Bill Statements	A statement report; provided, however, that all submissions and re-submissions of a single statement report shall be counted as a single Transaction
Concur Connector for NetSuite for Expense or Travel & Expense	An expense report or vendor payment request (as applicable to the Service Type ordered under the Agreement); provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Concur Connector for NetSuite for Invoice Processing	A vendor payment request
Concur Insight – Premium for Invoice Processing	A vendor payment request
Consultative Intelligence for Invoice Processing	A vendor payment request
Expense Pay	A payment made to a payee using Expense Pay – North America, Expense Pay – EMEA, Expense Pay – APA or Expense Pay - Japan
Guaranteed Compliance Service	An expense report with respect to which Concur performs an audit as reflected by the Service
Intelligence for Invoice Processing	A vendor payment request
Intelligence Reports	A Managed Reporting report transaction with a maximum of 8 hours per report.
Invoice Capture	A vendor payment request with respect to which Concur performs Invoice Capture as reflected by the service
Invoice Line Item Capture	A vendor payment request
Invoice Pay	A payment made to a payee using Invoice Pay
Invoice Processing	A vendor payment request
Japanese Public Transport	An expense report that incorporates Japanese Public Transport expenses; provided, however, that all submissions and re-submissions of a single expense report shall be counted as a single Transaction
Locate & Alert	A Registered User
Meeting Management	Each registration submitted using Meeting Management in which the invited attendee elects to attend the meeting or event during the registration process.
Paper Receipt Handling	An expense report with respect to which Concur performs Paper Receipt Handling as reflected by the Service
Purchase Requests for Invoice	A vendor payment request
Risk Messaging - Essentials	A booking (for any one of the following: air, hotel, car, and/or rail) that is

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

In addition, for Travel and Expense, the definition of Transaction includes each travel booking transaction submitted through the use of such Service Type (and not otherwise timely cancelled) if, within 180 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: September 1, 2016.

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.

¹ **Billing Cycle 1 through 1:** Amount reflects prorated billing for use of the Expense Service Type and related Extended Services (from September 1, 2016 through February 28, 2017) beginning on the Transaction Fee Start Date set forth below.

² **Billing Cycle 2 through 2:** Amount reflects prorated billing for use of the Expense Service Type and related Extended Services (from March 1, 2017 through August 31, 2017).

E & I: For Customer’s internal record keeping purposes only, reference is made to the E & I agreement with Concur and the procurement process for services from Concur.

AMENDMENT TO BUSINESS SERVICES AGREEMENT

This Sales Order Form is issued under and is incorporated into the Business Services Agreement dated as of May 28, 2010 (“BSA”) between Concur Technologies, Inc. (“Concur”) and the Customer specified herein and in the BSA. Concur and Customer are parties to that certain Initial Sales Order Form dated May 28, 2010 (the “SOF”) whereby Customer ordered and Concur agreed to provide the services set forth therein for the Initial Term. Subject to the terms of the BSA, Customer and Concur hereby agree to amend the SOF as follows:

Initial Term: The BSA Initial Term in the General Information table of the SOF is hereby amended by deleting the period specified for the Initial Term therein in its entirety and replacing it with the following: “BSA Initial Term: From the Effective Date set forth in the BSA through August 31, 2021”.

As modified by this Sales Order Form, Concur and Customer agree that the terms and conditions set forth in the BSA, and all prior modifications thereto, if any, shall remain in full force and effect and shall govern, control, and contain the entire understanding between Concur and Customer with respect to the subject matter of this Sales Order Form, except as otherwise modified by the express written agreement between Concur and Customer. 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, then the terms of this Sales Order Form shall control.

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Concur Technologies, Inc.

DocuSigned by:

By Melanie Morgan
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SVP Legal
Title

CUSTOMER (name as specified above)

By Billy Hamilton

Print Name
Exec. VC & CFO
Title