

**Fill in this information to identify the case:**

Debtor Invitae Corporation

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 24-11362

Official Form 410  
**Proof of Claim**

04/22

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 or 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**

<b>1. Who is the current creditor?</b>	<u>Concur Technologies, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>SAP Concur</u>	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Concur Technologies, Inc.</u> 601 108th Ave NE Bellevue, WA 98011, United States	<u>Concur Technologies, Inc.</u> 62156 Collections Center Drive Chicago, IL 60693, United States
	Contact phone <u>4255905000</u>	Contact phone <u>4255905000</u>
	Contact email <u>SAP_Bankruptcy_Matters@sap.com</u>	Contact email <u>SAP_Bankruptcy_Matters@sap.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**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. How much is the claim? \$ 20133.46. 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 or property:**  
 Real estate: If the claim is secured by the debtor's principle 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 amount should match the amount in line 7.)  
**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 all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**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)(2) 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 acknowledgement 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 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 03/20/2024  
MM / DD / YYYY

/s/Lauren Berki  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Lauren Berki  
First name Middle name Last name

Title Legal Admin

Company Concur Technologies, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0263 | International (310) 751-2663

<b>Debtor:</b> 24-11362 - Invitae Corporation		
<b>District:</b> District of New Jersey, Trenton Division		
<b>Creditor:</b> Concur Technologies, Inc.  601 108th Ave NE  Bellevue, WA, 98011 United States <b>Phone:</b> 4255905000 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> SAP_Bankruptcy_Matters@sap.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Disbursement/Notice Parties:</b> Concur Technologies, Inc.  62156 Collections Center Drive  Chicago, IL, 60693 United States <b>Phone:</b> 4255905000 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> SAP_Bankruptcy_Matters@sap.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b> SAP Concur	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Software as a Service	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 20133.46	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> No  <b>Based on Lease:</b> No  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Lauren Berki on 20-Mar-2024 12:11:40 p.m. Eastern Time  <b>Title:</b> Legal Admin  <b>Company:</b> Concur Technologies, Inc.		



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

Phone +1 877 901 4960  
Fax (425) 440-3965

Taxpayer ID: [REDACTED]

**BILL TO**

Invitae Corp.  
Patty Dumond  
1400 16th St  
San Francisco CA 94103

<b>INVOICE</b>		
<b>INVOICE NUMBER</b>	100150018225	
<b>INVOICE DATE</b>	14-Mar-24	
<b>DUE DATE</b>	13-May-24	
<b>INVOICE TOTAL</b>	USD	20,133.46

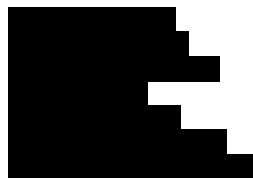
**SHIP TO**

Invitae Corp.  
1400 16th St  
San Francisco CA 94103

**REMIT CHECKS TO**



**REMIT ELECTRONIC PAYMENTS TO**



TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION					
Net due in 60 days	PO108120		1000084113						
NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense with TripLink - Professional	01-Feb-24	12-Feb-24	1	QTR	0.00	0.00	2	0.00
2	Base:Expense with TripLink - Professional	01-Feb-24	12-Feb-24	1	QTR	9,165.03	9,165.03	2	0.00
3	Incremental:Expense with TripLink - Professional	01-Nov-23	31-Jan-24	59	EA	12.11	714.49	2	0.00
4	Base:Service Assistant	01-Feb-24	12-Feb-24	1	QTR	0.00	0.00	2	0.00
5	Base:Intelligent Audit - Advanced	01-Feb-24	12-Feb-24	1	QTR	4,127.02	4,127.02	2	0.00
6	Base:Concur Connector for ADP	01-Feb-24	12-Feb-24	1	QTR	973.18	973.18	2	0.00
7	Base:Company Bill Statements	01-Feb-24	12-Feb-24	1	QTR	590.16	590.16	2	0.00
8	Base:Intelligence for Expense	01-Feb-24	12-Feb-24	1	QTR	1,364.46	1,364.46	2	0.00
9	Base:Expenselt for Concur Expense	01-Feb-24	12-Feb-24	1	QTR	1,504.92	1,504.92	2	0.00
10	Base:Expense Pay - Global	01-Feb-24	12-Feb-24	1	QTR	1,404.59	1,404.59	2	0.00
11	Incremental:Concur Connector for ADP	01-Nov-23	31-Jan-24	59	EA	1.21	71.39	2	0.00
12	Incremental:Expenselt for Concur Expense	01-Nov-23	31-Jan-24	59	EA	1.88	110.92	2	0.00
13	Incremental:Expense Pay - Global	01-Nov-23	31-Jan-24	4	EA	1.75	7.00	2	0.00
14	Incremental:Intelligence for Expense	01-Nov-23	31-Jan-24	59	EA	1.70	100.30	2	0.00
<b>Please indicate our invoice number/s on electronic payment execution or</b>									

COMMENTS	SUBTOTAL	TAX	TOTAL
Pre-Petition	USD	USD	USD



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

Phone +1 877 901 4960  
Fax (425) 440-3965

Taxpayer ID: 911608052

<b>INVOICE</b>		
<b>INVOICE NUMBER</b>	100150018225	
<b>INVOICE DATE</b>	14-Mar-24	
<b>DUE DATE</b>	13-May-24	
<b>INVOICE TOTAL</b>	USD	20,133.46

**BILL TO**

Invitae Corp.  
Patty Dumond  
1400 16th St  
San Francisco CA 94103

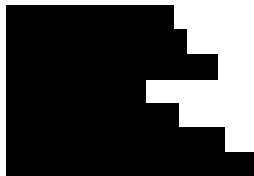
**SHIP TO**

Invitae Corp.  
1400 16th St  
San Francisco CA 94103

**REMIT CHECKS TO**



**REMIT ELECTRONIC PAYMENTS TO**



on your check stub for check payment

Large empty rectangular area for check stub details.

COMMENTS	SUBTOTAL		TAX		TOTAL	
Pre-Petition	USD	20,133.46	USD	0.00	USD	20,133.46

Concur Use Only: S



**Concur Technologies, Inc.**

**BUSINESS SERVICES AGREEMENT**

This Business Services Agreement ("Agreement") 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**

This Agreement shall be comprised of the terms and conditions set forth in this Agreement 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 Agreement by reference or are incorporated herein by reference.

**2. APPLICATION TO CUSTOMER AFFILIATES**

The benefits, obligations and privileges of this 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 this 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 this Agreement, including all Affiliates, and Concur will look to the undersigned customer and its successors and assigns for enforcement of Concur's rights under this Agreement. For purposes of this 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 this Agreement.

**3. INITIAL TERM**

The initial term of this Agreement is 12 months after the Effective Date defined below.

EXECUTED as of JULY 30, 2014 (the "Effective Date") by the parties hereto each acting under due and proper authority.

**Concur Technologies, Inc.**

DocuSigned by:  
By Melanie Morgan  
Melanie Morgan #126C20C7CEC4D0...  
Print Name

Vice President and Head of Corporate Legal  
Title

**Invitae Corporation**

Type Customer Name (full legal name)

By Patty Dumond  
Patty Dumond  
Print Name

VP Finance  
Title

**Attachment:**

Exhibit A – General Terms and Conditions

**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 "Agreement"). 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 Agreement, 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 this Agreement, subject to the terms of the Agreement 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 will pay each accurate invoice 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**



Concur Use Only:S

- 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 UNINTEERRUPTED 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.

Concur Use Only:S

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.

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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 Agreement 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 (together with any exhibits attached hereto and any Sales Order Forms and other documents that either incorporate this Agreement by reference or are incorporated herein by reference) 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

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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.

**Concur Technologies, Inc.  
ORDER FORM**

**Professional Edition**

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**GENERAL INFORMATION**


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**Customer Name:** Invitae Corporation

**Order Effective Date:** September 29, 2021

**Order Type:** Additional Sale

**PO to be Issued:** No

**Currency for Fees:** USD

**Service Type Billing Cycle:** Quarterly beginning on the Transaction Fee Start Date

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**SERVICES ORDERED** (primary service offerings)

**Initial Set Up Fee**

Travel & Expense with TripLink	\$ 0.00
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**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 & Expense with TripLink	1 and beyond	4500	\$ 31,710.03	\$ 10.98

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**EXTENDED SERVICES ORDERED** (Transaction-based recurring services pertaining to the above or previously-ordered

**Initial Set Up Fee**

Service Types)

Receipt Audit	\$ 0.00
Company Bill Statements - 3 or More Policies	\$ 0.00
Expense Pay - APA	\$ 0.00
Expense Pay - Global	\$ 0.00

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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.)
Receipt Audit	1 and beyond	4500	\$ 10,125.00	\$ 2.82
Company Bill Statements - 3 or More Policies	1 and beyond	96	\$ 1,680.03	\$ 20.75
Expense Pay - APA	1 and beyond	30	\$ 0.00	\$ 0.00
Expense Pay - Global	1 and beyond	4500	\$ 4,095.00	\$ 1.15

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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
Expenselt for Travel & Expense	1 Set Up(s)	\$ 0.00
Concur Connector for ADP	1 Each	\$ 0.00
Consultative Intelligence	1 Each	\$ 0.00
Custom Connector - Hosted	1 Connector(s)	\$ 0.00
Additional Professional Author Role for Intelligence	10 Named User(s)	\$ 0.00
User Support Desk	1 Set Up(s)	\$ 0.00
Extract Services	1 Set Up(s)	\$ 0.00

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Service Assistant for Travel & Expense	1 Set Up(s)	\$ 0.00
Permanent Test Environment	TERMINATED	TERMINATED

**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 Travel & Expense	1 and beyond	\$ 3,690.00	\$ 0.97
Concur Connector for ADP	1 and beyond	\$ 4,185.00	\$ 1.16
Consultative Intelligence	1 and beyond	\$ 10,596.00	\$ 3.19
Custom Connector - Hosted	1 and beyond	\$ 2,970.00	\$ 0.83
Additional Professional Author Role for Intelligence	1 and beyond	\$ 1,500.00	\$ 0.00
User Support Desk	1 and beyond	\$ 3,243.66	\$ 1.14
Extract Services	1 and beyond	\$ 1,953.00	\$ 0.63
Service Assistant for Travel & Expense	1 and beyond	\$ 4,800.00	\$ 1.66
Permanent Test Environment	1 and beyond	TERMINATED	TERMINATED

**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
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**ORDER TERMS**

**General:** This Order Form is 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 set forth herein and as provided at <http://go.sap.com/about/agreements.html>. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. This Order Form incorporates the following documents in effect as of the date specified above as the "Order Effective Date" in the following order of precedence, all of which are collectively referred to herein as the "Agreement": (i) this Order Form, (ii) product-specific Supplemental Terms ("Supplement") for the Service, (iii) Support Policy for the Service, (iv) Service Level Agreement for the Service, (v) Personal Data Processing Agreement for SAP Cloud Services ("DPA") as previously agreed between Customer and Concur, and (vi) General Terms and Conditions for SAP Cloud Services (USA) ("GTC"). All references to "SAP" in the GTC and DPA shall mean "Concur". 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.

**Offer Expiration Date:** September 30, 2021

**Amendment and Restatement:** As of the Order Effective Date, Concur and Customer agree to amend and restate the terms and conditions relative to the Service according to the terms in this Order Form, thereby replacing any agreements entered into prior to the Order Effective Date stated in this Order Form, including but not limited to a Business Services Agreement (the "BSA") together with any exhibits attached thereto and any Sales Order Forms and other documents that either incorporate the BSA by reference or are incorporated therein by reference, and changed by the parties from time to time.

**Notification period after expiration of initial Term or any Renewal Term:** Ninety (90) days

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

**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 Expense Pay:** Concur is discontinuing its provision of the following Extended Services: Expense Pay – APA, Expense Pay – EMEA, Expense Pay – Japan, and Expense Pay - North America (collectively, the "Sunsetting Expense Pay Products" or "SEPP"). Either party may terminate each, any, or all of the SEPP upon ninety (90) days' prior written notice. In the event of such termination by either party, Customer will be entitled to: (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated SEPP calculated as of the effective date of termination, and (b) a release from the obligation to pay fees due for such SEPP periods after the effective date of termination. Notwithstanding the foregoing, in no event shall Concur be obligated to provide the SEPP after December 31, 2021.

**Waiver of Fees:** Notwithstanding anything in the Agreement to the contrary, Concur shall waive all Recurring Fees and Incremental Transaction Fees, as applicable, for the Service Types and Extended Services that are ordered as specified above that may come due under the Agreement for a period of three (3) calendar months (excluding the Recurring Fees and Incremental Transaction Fees payable for the Concur FAVR by Motus, Detect, SolEx, and Permanent Test Environment extended service, if ordered by Customer) beginning on the Transaction Fee Start Date set forth above.

- **Service Assistant for Travel & Expense**

**Termination of Permanent Test Environment:** Concur and Customer hereby agree to terminate Customer's order of the Permanent Test Environment extended service effective as of the Transaction Fee Start Date. The parties agree that neither Concur nor Customer have any further obligations related to such extended service as of the Transaction Fee Start Date.

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**Renewal Term:** Notwithstanding anything in the Agreement to the contrary, (a) the term of the Agreement shall be renewed through and including March 31, 2022 (the "Renewal Term"); and (b) after the Renewal 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 90 days before the desired effective date of such termination.

[signature page follows]

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DocuSigned by:  
**Invitae Corporation**  
Signature Eldar Bolsakov  
C6A11B78011F452...

Eldar Bolsakov  
Print Name

Corporate Controller  
Title