

Fill in this information to identify the case:

Debtor ProSomnus Sleep Technologies, Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 24-10974

**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

1. Who is the current creditor?	<u>Concur Technologies, Inc.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor <u>SAP Concur</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>Concur Technologies, Inc.</u> 601 108th Ave NE Suite 1000 Bellevue, WA 98011, US	<u>Concur Technologies, Inc.</u> 62156 Collections Center Drive Chicago, IL 60693, US
	Contact phone <u>425-590-5000</u>	Contact phone <u>425-590-5000</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): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<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: 4618 _____

7. How much is the claim? \$ 4,462.32. 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)?

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

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).

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).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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.

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 05/30/2024
MM / DD / YYYY

/s/Michelle Rane Payne
Signature

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

Name Michelle Rane Payne
First name Middle name Last name

Title Senior Legal Administration Specialist

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 (888) 647-1744 | International (310) 751-2628

Debtor: 24-10974 - ProSomnus Sleep Technologies, Inc.		
District: District of Delaware		
Creditor: Concur Technologies, Inc. 601 108th Ave NE Suite 1000 Bellevue, WA, 98011 US Phone: 425-590-5000 Phone 2: Fax: Email: SAP_Bankruptcy_Matters@sap.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded	
	Related Document Statement:	
	Has Related Claim: No	
	Related Claim Filed By:	
Filing Party:		
Disbursement/Notice Parties: Concur Technologies, Inc. 62156 Collections Center Drive Chicago, IL, 60693 US Phone: 425-590-5000 Phone 2: Fax: E-mail: sap_bankruptcy_matters@sap.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor: SAP Concur	Amends Claim: No Acquired Claim: No	
Basis of Claim: Software as a Service	Last 4 Digits: Yes - 4618	Uniform Claim Identifier:
Total Amount of Claim: 4,462.32	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No	Nature of Secured Amount:	
Based on Lease: No	Value of Property:	
Subject to Right of Setoff: No	Annual Interest Rate:	
	Arrearage Amount:	
	Basis for Perfection:	
	Amount Unsecured:	
Submitted By: Michelle Ranee Payne on 30-May-2024 2:45:03 p.m. Eastern Time		
Title: Senior Legal Administration Specialist		
Company: Concur Technologies, Inc.		



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

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

INVOICE

INVOICE NUMBER	101300291447-SPLIT
INVOICE DATE	02-May-24
DUE DATE	01-Jun-24
INVOICE TOTAL	USD 560.22

BILL TO

ProSomnus Sleep Technologies
 David Watkin
 5860 West Las Positas Blvd. Suite 25
 Pleasanton CA 94588

SHIP TO

ProSomnus Sleep Technologies
 5860 West Las Positas Blvd. Suite
 25
 Pleasanton CA 94588

TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION
Net due in 30 days			██████████ 4618	

NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Universal	01-May-24	06-May-24	1	MON	167.76	167.76	3	0.00
2	Base:QuickBooks Integration	01-May-24	06-May-24	1	MON	0.00	0.00	3	0.00
3	Base:Expenselt for Concur Expense	01-May-24	06-May-24	1	MON	0.00	0.00	3	0.00
4	Base:User Support Desk	01-May-24	06-May-24	1	MON	0.00	0.00	3	0.00
5	Base:TripLink for Expense	01-May-24	06-May-24	1	MON	0.00	0.00	3	0.00
6	Base:Expense Pay - Global	01-May-24	06-May-24	1	MON	0.00	0.00	3	0.00
7	Base:Premium Assistant - Expense	01-May-24	06-May-24	1	MON	392.46	392.46	4	0.00

Please indicate our invoice number/s on electronic payment execution or on your check stub for check payment

COMMENTS	SUBTOTAL		TAX		TOTAL
Pre-petition	USD	560.22	USD	0.00	USD 560.22



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

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

INVOICE

INVOICE NUMBER	101200301289
INVOICE DATE	03-Apr-24
DUE DATE	03-May-24
INVOICE TOTAL	USD 2,847.80

BILL TO

ProSomnus Sleep Technologies
David Watkin
5860 West Las Positas Blvd. Suite 25
Pleasanton CA 94588

SHIP TO

ProSomnus Sleep Technologies
5860 West Las Positas Blvd. Suite 25
Pleasanton CA 94588

TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION
Net due in 30 days			██████████ 4618	

NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Universal	01-Apr-24	30-Apr-24	1	MON	852.80	852.80	3	0.00
2	Base:QuickBooks Integration	01-Apr-24	30-Apr-24	1	MON	0.00	0.00	3	0.00
3	Base:TripLink for Expense	01-Apr-24	30-Apr-24	1	MON	0.00	0.00	3	0.00
4	Base:Expense Pay - Global	01-Apr-24	30-Apr-24	1	MON	0.00	0.00	3	0.00
5	Base:User Support Desk	01-Apr-24	30-Apr-24	1	MON	0.00	0.00	3	0.00
6	Base:Expenselt for Concur Expense	01-Apr-24	30-Apr-24	1	MON	0.00	0.00	3	0.00
7	Base:Premium Assistant - Expense	01-Apr-24	30-Apr-24	1	MON	1,995.00	1,995.00	4	0.00

Please indicate our invoice number/s on electronic payment execution or on your check stub for check payment

COMMENTS	SUBTOTAL	TAX	TOTAL
	USD 2,847.80	USD 0.00	USD 2,847.80



Concur Technologies, Inc.
 601 108th Avenue NE, Suite 1000
 Bellevue, WA 98004
 concur_ARCustomerSupport@sap.com

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

INVOICE

INVOICE NUMBER	101700243880
INVOICE DATE	03-Aug-23
DUE DATE	02-Sep-23
INVOICE TOTAL	USD 852.80

BILL TO

ProSomnus Sleep Technologies
 David Watkin
 5860 West Las Positas Blvd. Suite 25
 Pleasanton CA 94588
 United States

SHIP TO

ProSomnus Sleep Technologies
 5860 West Las Positas Blvd. Suite
 25
 Pleasanton CA 94588
 United States

TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION
Net due in 30 days			██████████4618	

NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Universal	01-Aug-23	31-Aug-23	1	MON	852.80	852.80	2	0.00
2	Base:QuickBooks Integration	01-Aug-23	31-Aug-23	1	MON	0.00	0.00	2	0.00
3	Base:User Support Desk	01-Aug-23	31-Aug-23	1	MON	0.00	0.00	2	0.00
4	Base:Expense Pay - Global	01-Aug-23	31-Aug-23	1	MON	0.00	0.00	2	0.00
5	Base:TripLink for Expense	01-Aug-23	31-Aug-23	1	MON	0.00	0.00	2	0.00
6	Base:Expenselt for Concur Expense	01-Aug-23	31-Aug-23	1	MON	0.00	0.00	2	0.00

Please indicate our invoice number/s on electronic payment execution or on your check stub for check payment

COMMENTS	SUBTOTAL	TAX	TOTAL
	USD 852.80	USD 0.00	USD 852.80



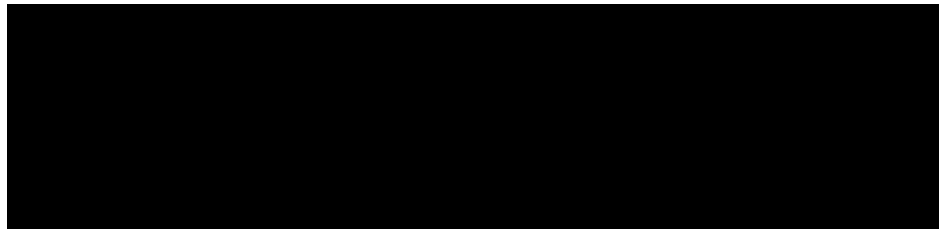
INVOICE		
INVOICE NUMBER	101800275626	
INVOICE DATE	04-Oct-23	
DUE DATE	03-Nov-23	
INVOICE TOTAL	USD	201.50

BILL TO

ProSomnus Sleep Technologies
David Watkin
5860 West Las Positas Blvd. Suite 25
Pleasanton CA 94588

SHIP TO

ProSomnus Sleep Technologies
5860 West Las Positas Blvd. Suite 25
Pleasanton CA 94588



TERMS	PO NUMBER	SALES ORDER	CUSTOMER	LOCATION
Net due in 30 days			██████████4618	

NO.	ITEM DESCRIPTION	START	END	QTY	UOM	UNIT PRICE	EXTENDED	GRP	TAX
1	Base:Expense - Universal	01-Oct-23	31-Oct-23	1	MON	852.80	852.80	2	0.00
2	Base:Expense Pay - Global	01-Oct-23	31-Oct-23	1	MON	0.00	0.00	2	0.00
3	Base:Expenselt for Concur Expense	01-Oct-23	31-Oct-23	1	MON	0.00	0.00	2	0.00
4	Base:QuickBooks Integration	01-Oct-23	31-Oct-23	1	MON	0.00	0.00	2	0.00
5	Base:TripLink for Expense	01-Oct-23	31-Oct-23	1	MON	0.00	0.00	2	0.00
6	Base:User Support Desk	01-Oct-23	31-Oct-23	1	MON	0.00	0.00	2	0.00
7	Partial payment made on 11/20/2023								-651.30

Please indicate our invoice number/s on electronic payment execution or on your check stub for check payment

COMMENTS	SUBTOTAL		TAX		TOTAL
		USD	852.80	USD	0.00

Customer Name: ProSomnus Sleep Technologies**Order Effective Date:** October 16, 2019**Service Type Billing Cycle:** Monthly beginning on the Transaction Fee Start Date**Email Address for Notice:** dwatkin@prosomnus.com**PO to be Issued:** No**Currency for Fees:** USD**Tax Exemption Claimed:** No
(Tax exemption certificate must be provided by Order Effective Date)**Initial Term:** 3 months beginning on the Order Effective Date

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense	Primary	N/A	1 and beyond	15	\$144.00	\$11.00	\$0.00
Expense for Expense	Extended (Unit-based with Recurring Fee)	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
QuickBooks Integration	Extended (Unit-based with Recurring Fee)	1 Each	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended (Unit-based with Recurring Fee)	1 Set Up(s)	1 and beyond	N/A	\$35.00	\$2.55	\$0.00
Concur Hipmunk with Concur TripLink	Extended (Unit-based with Recurring Fee)	1 Each	1 and beyond	N/A	Included	Included	Included

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer's authorization via DocuSign (the "Authorization") shall constitute Customer's assent to this Order Form and its terms. 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>. 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 constitute 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"), (vi) General Terms and Conditions for SAP Cloud Services (USA) ("GTC"), and (vii) the then-current Concur Service Description Guide for the Service. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. 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 Concur receives the Authorization 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.

Notification period after expiration of Initial Term or any Renewal Term: 30 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 second calendar month after the date set forth above as the "Order Effective Date".**Waiver of Fees:** Notwithstanding anything in the Agreement to the contrary, Concur shall waive the Base Transaction Fees and/or Recurring Fees, as applicable, for the Service Types and Extended Services that are ordered as specified above that may come due under this agreement for a period of one (1) calendar month (excluding the Recurring Fees payable for the Concur FAVR by Motus extended service, if ordered by Customer) beginning on the Transaction Fee Start Date set forth above.**Waiver of Fees for User Support Desk:** Notwithstanding anything in the Agreement to the contrary, Concur shall waive the Recurring Fees for the User Support Desk extended service ordered as specified above that may come due under the Agreement for a period of three (3) calendar months beginning on the Transaction Fee Start Date set forth above.

X By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

10/17/2019 | 12:50:19 PM PDT

Customer Name: ProSomnus Sleep Technologies**Order Effective Date:** September 23, 2020**Service Type Billing Cycle:** Monthly beginning on the Transaction Fee Start Date**Email Address for Notice:** dwatkin@prosomnus.com**PO to be Issued:** No**Currency for Fees:** USD**Tax Exemption Claimed:** No

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense	Primary	N/A	1 and beyond	15	\$144.00	\$11.00	\$0.00
Invoice Processing	Primary	N/A	1 and beyond	130	\$279.11	\$3.48	\$0.00
Expense Pay - Global	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	15	\$22.50	\$1.88	\$0.00
Invoice Capture	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	130	\$127.20	\$1.56	\$0.00
Invoice Check Payments	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	0	\$0.00	\$1.00	\$0.00
Expense for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
TripLink for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
QuickBooks Integration	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$35.00	\$2.55	\$0.00
QuickBooks Integration for Invoice Processing	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	\$43.68	\$0.53	\$0.00

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to the Customer specified herein. Customer's authorization via DocuSign (the "Authorization") shall constitute Customer's assent to this Order Form and its terms. 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 of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement, and shall constitute an Order Form under the Agreement. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. This Order Form as issued by Concur is an offer by Concur. When Concur receives the Authorization 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.

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 (i) for the Expense Service Type ordered as specified above (and all the extended services that pertain to such Service Type) the first scheduled Billing Cycle after the date specified above as the "Order Effective Date"; and (ii) for the Invoice Processing Service Type ordered as specified above (and all the extended services that pertain to such Service Type) the second calendar month after the date set forth above as the "Order Effective Date".

Waiver of Fees: Notwithstanding anything in the Agreement to the contrary, Concur shall waive the Base Transaction Fees and/or Recurring Fees, as applicable, for the newly added Service Types and Extended Services that are ordered as specified above that may come due under this agreement for a period of one (1) calendar month (excluding the Recurring Fees payable for the Concur FAVR by Motus, Detect, Locate extended service, if ordered by Customer) beginning on the Transaction Fee Start Date set forth above.

- **Invoice Processing**
- **Expense Pay - Global**
- **QuickBooks Integration for Invoice Processing**
- **Invoice Capture**
- **Invoice Check Payments**

Waiver of Fees for Invoice Processing: Notwithstanding anything in the Agreement to the contrary, Concur shall waive the base fees for the Invoice Processing Service Type (and all extended services pertaining to such Service Type) that may come due under the Agreement for a period of two (2) calendar months beginning on the Transaction Fee Start Date set forth above.

X By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

9/23/2020 | 4:26:16 PM PDT

**Concur Technologies, Inc.
ORDER FORM**

GENERAL INFORMATION

Customer Name: ProSomnus Sleep Technologies

Order Effective Date: March 24, 2022

Order Type: Additional Sale

PO to be Issued: No

Currency for Fees: USD

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

SERVICES ORDERED (primary service offerings)

Initial Set Up Fee

Expense	\$ 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.)
Expense	1 and beyond	30	\$ 284.40	\$ 10.99

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

Initial Set Up Fee

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.)
Expense Pay - Global	1 and beyond	30	\$ 45.00	\$ 1.88

EXTENDED SERVICES ORDERED (additional unit-based recurring services pertaining to the above or previously-ordered Service Types)

Description	Unit Quantity	Initial Set Up Fee
ExpenseIt for Expense	1 Set Up(s)	Included in the fees for the Service Type Ordered above
TripLink for Expense	1 Each	Included in the fees for the Service Type Ordered above
QuickBooks Integration	1 Each	Included in the fees for the Service Type Ordered above
User Support Desk	1 Set Up(s)	\$ 0.00

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.)
ExpenseIt for 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 Use Only: **S**

TripLink for Expense	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
QuickBooks Integration	1 and beyond	Included in the fees for the Service Type Ordered above	Included in the fees for the Service Type Ordered above
User Support Desk	1 and beyond	\$ 69.90	\$ 2.52

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
-------------	---------------	--------------------

ORDER TERMS

General: This Order Form is issued by **Concur Technologies, Inc.** ("Concur") and applies to 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 of the Agreement between Concur and Customer for the Concur service. This Order Form shall be deemed a part of the Agreement. All undefined capitalized terms herein have the meanings ascribed to such terms in the Agreement. If any terms of this Order Form are inconsistent with the terms of the Agreement, then the terms of this Order Form shall control. 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.

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".

[signature page follows]

Concur Use Only: **S**

ProSomnus Sleep Technologies

DocuSigned by:
Mindy Hungerman
1F17805BEEF94C1...

Signature _____

Print Name

CFO

Title

Order Form

Customer Name: ProSomnus Sleep Technologies

Order Effective Date: November 18, 2022

Currency for Fees: USD

PO to be Issued: No

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

Email Address For Notice: dwatkin@prosomnus.com

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense	Primary	N/A	1 and beyond	35	\$ 331.77	\$ 10.99	\$ 0.00
Expense Pay - Global	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	35	\$ 52.50	\$ 1.88	\$ 0.00
ExpenseIt for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
TripLink for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
QuickBooks Integration	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$ 81.55	\$ 2.52	\$ 0.00

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

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

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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".

X By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

11/30/2022 | 10:13:56 AM PST

Order Form

Customer Name: ProSomnus Sleep Technologies

Order Effective Date: February 28, 2023

Currency for Fees: USD

PO to be Issued: No

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

Email Address For Notice: dwatkin@prosomnus.com

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense	Primary	N/A	1 and beyond	45	\$ 419.73	\$ 10.99	\$ 0.00
Expense Pay - Global	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	45	\$ 67.50	\$ 1.88	\$ 0.00
Expenselt for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
TripLink for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
QuickBooks Integration	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$ 103.21	\$ 2.52	\$ 0.00

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

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2/28/2023 | 2:37:19 PM PST

Order Form

Customer Name: ProSomnus Sleep Technologies

Order Effective Date: March 31, 2023

Currency for Fees: USD

PO to be Issued: No

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

Email Address For Notice: ap@prosomnus.com

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense	Primary	N/A	1 and beyond	55	\$ 513.15	\$ 10.99	\$ 0.00
Expense Pay - Global	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	55	\$ 82.50	\$ 1.88	\$ 0.00
Expenselt for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
TripLink for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
QuickBooks Integration	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$ 125.95	\$ 2.52	\$ 0.00

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

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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".

X By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

3/31/2023 | 12:45:45 PM PDT

Order Form

Customer Name: ProSomnus Sleep Technologies

Order Effective Date: May 31, 2023

Currency for Fees: USD

PO to be Issued: No

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

Email Address For Notice: ap@prosomnus.com

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Expense	Primary	N/A	1 and beyond	65	\$ 852.80	\$ 15.39	\$ 0.00
Expense Pay - Global	Extended <i>(Transaction-based with Base Transaction Fee)</i>	N/A	1 and beyond	65	Included	Included	Included
Expenselt for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included
TripLink for Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
QuickBooks Integration	Extended <i>(Unit-based with Recurring Fee)</i>	1 Each	1 and beyond	N/A	Included	Included	Included
User Support Desk	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	Included	Included	Included

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

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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".

X By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

5/31/2023 | 1:28:04 PM PDT

Order Form

Customer Name: ProSomnus Sleep Technologies

Order Effective Date: August 23, 2023

Currency for Fees: USD

PO to be Issued: No

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

Email Address For Notice: ap@prosomnus.com

Service	Type	Unit Quantity	Billing Cycle(s) (beginning on Transaction Fee Start Date)	Base Transactions*	Base Transaction or Recurring Fee, as applicable*	Incremental Transaction Fee	Initial Set Up Fee
Premium Assistant - Expense	Extended <i>(Unit-based with Recurring Fee)</i>	1 Set Up(s)	1 and beyond	N/A	\$ 1,995.00	\$ 38.20	\$ 0.00

*Base Transactions, Base Transaction Fee, and Recurring Fee are on a per Billing Cycle basis.

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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".

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 below that may come due under the Agreement for a period of one (1) calendar month, beginning on the Transaction Fee Start Date set forth above.

- **Premium Assistant - Expense**

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 below that may come due under the Agreement for a period of two (2) calendar months, beginning on the Transaction Fee Start Date set forth above.

- **Premium Assistant - Expense**

X By checking here and clicking on the "Finish" button below, Customer (i) agrees to be bound by the terms of the above Order Form, and (ii) authorizes the purchase of the Concur Service described in the above Order Form.

8/28/2023 | 1:59:14 PM PDT