

## Onplan Consulting Terms and Conditions

### 1. Services

1.1 Scope of Services: Consultant agrees to provide consulting services related to the implementation, customization, optimization, and support of Planon Integrated Workplace Management System ("Planon IWMS") to the Client ("Services").

1.2 Description of Services: The Services may include but are not limited to:

- System implementation and configuration
- Data migration
- Training and workshops
- Customization and integration
- Ongoing support and maintenance
- CAD Drawing standardisation and upload

1.3 Timeline: The Parties shall agree upon a mutually acceptable timeline for the provision of Services.

### 2. Payment

2.1 Fees: Client shall pay Consultant the fees as per the framework agreement.

2.2 Expenses: Client shall reimburse Consultant for all reasonable and documented expenses incurred in connection with the provision of Services.

2.3 Invoices: Consultant shall submit invoices to Client for the Services rendered and any reimbursable expenses incurred. Client shall pay all invoices within 30 days of receipt.

### 3. Intellectual Property

3.1 Ownership: Client acknowledges that all intellectual property rights, including but not limited to copyright, patents, trademarks, and trade secrets, related to the Services provided by consultant shall remain the property of the consultant.

3.2 License: Consultant grants Client a non-exclusive, non-transferable license to use any deliverables provided as part of the Services solely for Client's internal business purposes.

### 4. Confidentiality

4.1 Confidential Information: Each Party may disclose confidential information to the other Party during the term of this Agreement. "Confidential Information" means any information disclosed by one Party to the other Party that is marked as confidential or that a reasonable person would understand to be confidential.

4.2 Protection of Confidential Information: Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and not to disclose it to any third party without the prior written consent of the disclosing Party.

## 5. Termination

5.1 Termination for Convenience: Either Party may terminate this Agreement for any reason upon 30 days' prior written notice to the other Party.

5.2 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the UK without regard to its conflict of law principles.

## 7. Miscellaneous

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

7.2 Amendment: This Agreement may only be amended in writing signed by both Parties.

7.3 Waiver: The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision.